### SERVICE PROVIDER AGREEMENT

	This SE	RVICE :	PROVI)	DER AGI	REEME	NT ("Agi	reemei	nt") is	entered	into th	nis
day o	f		5 (" <b>Eff</b>	ective Da	<b>te</b> "), by	and bety	ween t	he CIT	TY OF A	LAME	EDA, a
munic	cipal corpo	oration (	the Ci	ty"), and	<b>PARA</b>	METRIX	, INC	., a W	ashington	corpo	oration,
whose	address i	s <b>1019</b>	39 <sup>TH</sup>	AVENU	E SE,	<b>SUITE</b>	100,	PUY	ALLUP,	WA	98374
("Provider" or "Contractor"), in reference to the following facts and circumstances:											

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Transportation Engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received twelve timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Transportation Engineering services, upon the terms and conditions herein.

### **AGREEMENT**

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

### 1. TERM:

The term of this Agreement shall commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

### 2. <u>SERVICES TO BE PERFORMED</u>:

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 <a href="Exhibit A">Exhibit A</a> as requested. Provider acknowledges that the work plan included in <a href="Exhibit A">Exhibit A</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 7<sup>th</sup> 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 <u>Exhibit B</u> and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in <u>Exhibit B</u>.

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

### 4. TIME IS OF THE ESSENCE:

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

### 5. STANDARD OF CARE:

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

### 6. <u>INDEPENDENT PARTIES</u>:

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

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

### 7. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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

### 8. <u>NON-DISCRIMINATION</u>:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

### 9. HOLD HARMLESS:

- a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's negligent performance of its obligations under this Agreement or out of the negligent operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

### **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

### b. COVERAGE REQUIREMENTS:

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

### (1) Workers' Compensation:

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

### (2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate - all other

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

\$2,000,000 aggregate

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

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

### (3) <u>Automotive:</u>

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

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

or

Combined Single Limit: \$2,000,000 each occurrence

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

### (4) <u>Professional Liability</u>:

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

\$2,000,000 each claim

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

### c. SUBROGATION WAIVER:

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

### d. FAILURE TO SECURE:

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

### e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

### f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

### g. EXCESS OR UMBRELLA LIABILITY:

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

### 11. CONFLICT OF INTEREST:

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

### 12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

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

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

### 13. APPROVAL OF SUB-PROVIDERS:

- a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.
- b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.
- c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."
- d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

### 14. PERMITS AND LICENSES:

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

### 15. REPORTS:

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
  - c. Provider shall, at such time and in such form as City Manager or their designee may

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

### 16. RECORDS:

- a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.
- b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").
- c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.
- d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

### **17. NOTICES:**

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

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

ATTENTION: Scott Wikstrom, City Engineer Ph: (510) 747-7937 / swikstrom@alamedaca.gov

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

Parametrix, Inc.

1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

ATTENTION: David Parisi, Principal Consultant, PE, TE Ph: (510) 343-6400 / Email: dparisi@parametrix.com

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

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

ATTENTION: Jeanette Navarro, Executive Assistant Ph: (510) 747-7932 / jnavarro@alamedaca.gov

### **18. SAFETY:**

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.
- b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

### 19. <u>TERMINATION</u>:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

### **20.** ATTORNEYS' FEES:

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

### 21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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

### 22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

### 23. CONFLICT OF LAW:

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

### 24. WAIVER:

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

### 25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

### **PREVAILING WAGES:**

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

### **<u>27. CAPTIONS:</u>**

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

### 28. <u>COUNTERPARTS</u>:

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

### 29. <u>SIGNATORY</u>:

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

### **30.** CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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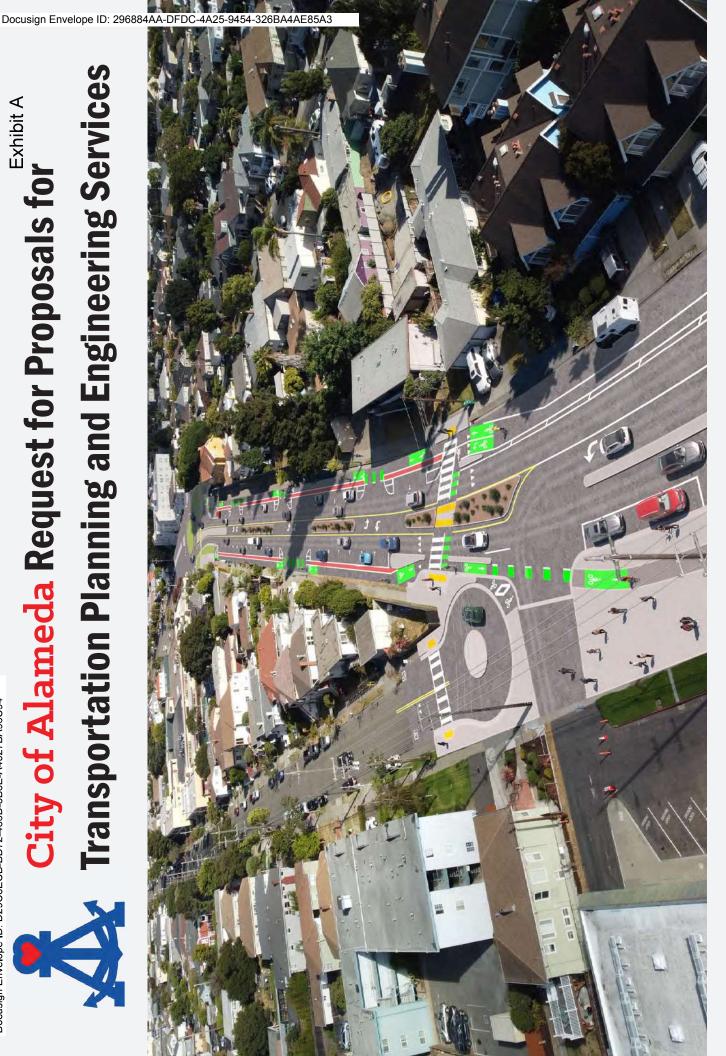
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

PARAMETRIX, INC. a Washington corporation	CITY OF ALAMEDA a municipal corporation
Signed by:	
Craig Shannon	Jennifer Ott
Vice President	City Manager
Signed by:	RECOMMENDED FOR APPROVAL
Brent Viener	RECOMMENDED FOR APPROVAL
Brent Diemer	
EVP & CFO	Signed by:
	Enn Smith
	Erin Sinitian Public Works Director
	APPROVED AS TO FORM:
	City Attorney
	DocuSigned by:
	Ler Aslanian
	L265DA5E19B18461

Assistant City Attorney

# City of Alameda Request for Proposals for

# Transportation Planning and Engineering Services



ParametriX

Exhibit A



April 7, 2025

Scott Wikstrom, City Engineer

City of Alameda

City Hall West, Public Works Department

950 West Mall Square, Room 110

Alameda, CA 94501

Submitted via email to swikstrom@alamedaca.gov

# RE: Request for Proposals for Transportation Planning and Engineering Services

Dear Scott and Members of the Selection Committee,

The City of Alameda is home to over 75,000 residents and encompasses several islands in the San Francisco Bay. The City faces complex regional transportation issues, including maintaining and rebuilding aging infrastructure, improving safety for all users, and effectively managing costs in an inflationary economy. Parametrix is ideally suited to help support the City's goals of improving transportation facilities, reducing collisions, and finding innovative solutions that minimize costs.

Parametrix offers the City of Alameda a dedicated and experienced team of transportation planners, traffic engineers, and civil engineers committed to providing a range of planning and traffic engineering services that include the broad scope of services identified in the Request for Qualifications document.

Our core team includes **David Parisi, Jimmy Jessup, Bri Adams, Jen Shriber, Andrew Lee, Ryan Whipple,** and **Ken Aparri.** This team has over 40 years of experience in developing innovative and creative technical solutions for complex roadway safety projects, designing traffic systems, as well as Complete Streets initiatives, and successfully securing grant funding for cities.

In addition to our core team, we have a deep bench of experienced project managers and staff who apply sound technical practices that meet local, state, and federal guidance—and bring creativity, innovation, and passion to our projects.

I will serve as the City's primary point of contact and project manager, overseeing all task order assignments. We look forward to the opportunity to serve the City of Alameda.

Sincerely,

### ParametriX

David Parisi, PE, TE Project Manager

D | 510.343.6511 M | 415.786.8978 dparisi@parametrix.com

### Exhibit A

# A. Our Organization, Management, and Team Members

# Consultant Identification

### Parametrix, Inc.

6001 Shellmound Street, Suite 500,

Emeryville, CA 94608

### David Parisi, PE, TE

dparisi@parametrix.com

510.343.6511

### Firm Experience

At Parametrix, we are creative problem solvers who embrace 100% employee ownership, celebrate our history, and develop innovative solutions that make a difference. We partner with our clients, listen to their needs, and deliver inspired solutions for infrastructure projects, making a difference in the communities we serve.

The Parametrix philosophy is straightforward: we aim to be the City of Alameda's first choice for delivering innovative transportation planning and design services of the highest quality.

**Parametrix** routinely combines its skill sets to offer a comprehensive range of transportation planning and engineering services. Our team has a well-rounded transportation practice. We are proficient in breaking down geographic boundaries, communicating, collaborating, and working both in-person and remotely. When more support or specialized expertise is needed, we can draw on our other offices across the West and are committed to excellence in client service in all that we do. Our company's purpose is to help clients and partners build strong, sustainable, and equitable communities, while restoring the planet's health for future generations.

Getting people and goods where they need to go safely, efficiently, and sustainably is critical to helping our communities thrive. The entrepreneurial spirit spurred growth through diversity in services, locations, and acquisitions. Today, we are a company of over 800 multidisciplinary professionals in 19 offices across the western United States.

# Approach to Successful Work

**David Parisi** will manage the on-call team. He has over 36 years of experience in project management, transportation planning, and traffic engineering. He has managed on-call contracts with several jurisdictions, and his experience includes coordinating team members to respond to service requests, preparing work plans, and verifying staff availability and commitments.

Once Parametrix is notified that the City of Alameda desires a work plan for an assignment, David will meet with the City's project manager to review the project's purpose and description, goals and measures of success, stakeholders, and schedule. Based on this input, as well as a review of the background information, we will prepare a draft work plan that includes detailed task descriptions, a corresponding work schedule reflecting critical path deadlines, and a fee estimate for the work scope. Parametrix will review the draft work plan, schedule, and budget with the City project manager and prepare a final work plan, schedule, and budget based on City feedback for authorization.

The Parametrix team reviews project schedules, deliverables, and budgets during weekly coordination meetings, where we also plan assignments up to six months in advance. We also hold project-specific check-ins at intervals of no less than two weeks. Through this process, Parametrix has a proven track record of successfully delivering project commitments and exceeding client expectations.

### **Exhibit A**

Key team members who will interact with City of Alameda staff include David Parisi, Jimmy Jessup, Bri Adams, Jen Shriber, Andrew Lee, Ryan Whipple, and Ken Aparri. These staff members will form a pool of potential project managers, support one another, and work with transportation planning, traffic engineering, and civil engineering specialists throughout Parametrix.



### David Parisi, PE, TE

Project Manager

### **Transportation Planning** Task Leads

Jimmy Jessup, EIT Jen Shriber, MPH Bri Adams

### **Transportation Engineering** - Task Leads

Andrew Lee, PE, PTOE, TE Ryan Whipple, PE, TE Ken Aparri, PE

# DAVID PARISI, PE, TE | PROJECT MANAGER

David will serve as project manager and the primary point civil engineer and traffic engineer with over 35 years of experience in traffic engineering, transportation planning, civil engineering, and project management. He has provided project management and general engineering services of contact for the City of Alameda. David is a registered

to dozens of municipalities across Northern California. His experience includes leading multi-disciplinary transportation projects from inception through design and construction. These include multimodal corridor and intersection plans, area-wide

### raffic impact evaluations, and transportation system improvements. The projects as the Milvia Bikeway Project, to more modest spot improvement projects identified access planning for pedestrians, bicyclists, and people with disabilities, localized that David manages range from multi-million-dollar civil engineering projects, such circulation studies, transit projects, roadway and interchange feasibility analyses. through our various engineering on-call contracts.

David has been working with the City of Alameda since 2018 and is currently assisting in the delivery of the Fernside Boulevard Corridor Safety Improvements, the Lincoln Avenue/Marshall Way/Pacific Avenue Safety Improvements, and the Grand Street Phase 2 design.

David works out of our Emeryville location.

# ANDREW LEE, PE, PTOE, TE | TASK LEAD



Andrew is a civil and traffic engineer who specializes in traffic safety, traffic calming, complete streets, and active transportation projects. He leads efforts that range from conceptual studies to final design for intersection safety retrofits, separated bikeways (cycle tracks), protected accessible design, and quick-build installations. He is the intersections, multi-use paths, traffic signals, roundabouts,

microsimulation models, and traffic signal phasing and timing plans. He has Parametrix lead engineer on Alameda's Grand Street Safety Improvements and Pavement Resurfacing Project, Andrew's planning work includes safety studies for schools and high-collision corridors, intersection operations, extensive experience in leading public outreach for traffic projects. Andrew works out of our Emeryville location.

## **BRI ADAMS | TASK LEAD**



Bri is a transportation planner focused on roadway and safety design. Bri's work includes the conceptual design of multimodal and safety corridor improvements as well as full package plans, specifications, and cost estimates. They are the lead engineer for Alameda's Lincoln Avenue/Marshall Way/Pacific Avenue Corridor Project. Bri brings a lot of public engagement experience. They have supported and led

numerous public workshops, ranging from discussions on existing conditions and improvements to conversations with community members about the deficiencies they encounter on local roadways. Bri works out of our Emeryville location.

# RYAN WHIPPLE, PE, TE | TASK LEAD



Ryan is a traffic engineer and planner with a wide breadth of experience in transportation design and traffic operations analysis across California. Having worked for both public agencies and private consulting firms, Ryan brings diverse knowledge in producing accurate and detailed traffic impact studies, conducting transportation facility and intersection control analyses, and leading transportation and Complete

Street design. Ryan also has extensive experience in other design disciplines, including traffic signals, signing/striping, maintenance of traffic (MOT), traffic control plans (TCP), and overhead sign design. Ryan is passionate about analyzing and designing the multimodal infrastructure of the future. Ryan works out of our San Diego location.

## JIMMY JESSUP, EIT | TASK LEAD



Jimmy is a transportation planner and engineer specializing in traffic impact and operations analysis, data analysis, and GIS. He leverages his 16 years of experience as a systems engineer and project manager in various energy industries to approach transportation planning with close attention to project framing, technical analysis, and aligning decision-making to identify practical solutions. He is currently

### Exhibit A

managing Alameda's Fernside Boulevard Traffic Calming and Bikeways Project. Jimmy has experience producing transportation impact studies, performing VMT analyses, and leading transportation planning projects throughout the Bay Area. Jimmy organized a benchmarking and contextual transportation pattern research effort that resulted in the development of a set of proposed VMT thresholds of significance for land use projects in the Town of Woodside. Jimmy works out of our Emeryville location.

## KEN APARRI, PE | TASK LEAD



Ken has significant experience helping transportation agencies develop thoughtful transportation solutions to address complex infrastructure challenges. His expertise includes advancement of innovative tolling and managed lanes programs, strategic planning for intelligent transportation systems, and implementation of transportation technology to support safety and mobility.

He brings strong project management, systems engineering, and quality management skills to every project. Ken works out of our San Diego location.

# JEN SHRIBER, MPH | TASK LEAD



Jen is an experienced transportation planner specializing in active transportation planning and safety. She uses her public health and data science background to approach transportation planning with close attention to hard data. Her regular use of GIS and expertise in data visualization help communities understand the data needed to build consensus and inform decision-making to improve mobility

options. Jen's primary projects have focused on using data analysis and mapping to advance active transportation user safety in communities. Jen has provided safety analysis support for projects ranging from corridor studies to citywide active transportation plans and safety plans spanning multiple counties. Jen works out of our Emeryville location.

### Exhibit A

# B. Organization Qualifications

# Scope of Work - Transportation Planning

The following pages provide details about the transportation planning services offered by Parametrix, along with descriptions of recent and ongoing projects.

# **MULTIMODAL FEASIBILITY STUDIES**

Transportation needs are often at the heart of growing communities. Overburdened facilities face growing demands, and solutions require a broader focus that extends beyond roads and highways. Today's projects require consideration of all modes of travel, including bicycle, pedestrian, and mass transit options. Parametrix supports our clients in promoting livability through quality planning, design, and construction oversight. Our engineers design urban arterials, state highways, bridges, traffic signals, roundabouts, active transportation facilities, transit centers, and a wide variety of other transportation solutions. Planning efforts encompass mega-projects that impact entire regions, as well as community-wide system plans that address highways, transit, urban streets, and multimodal systems. We also plan for projects at the local level, focusing on traffic safety, low-capital operational improvements, streetscape enhancements, and traffic calming. Our planners and engineers are familiar with the challenges of integrating transportation modes within the surrounding landscape.

# Fernside Boulevard Corridor Safety Improvements | City of Alameda

Parametrix led a comprehensive planning project for traffic calming and bikeway implementation along Fernside Boulevard, a critical facility gap along alignment of the San Francisco Bay Trail. The project undertook extensive survey of existing conditions and multimodal facility use, two rounds of community input and evaluation, and development of numerous potential implementation designs and plans. Our team coordinated concept feedback and evaluation amongst interested parties from local law enforcement, transit agencies, advocacy organizations, local schools, and multiple city departments. A preferred near-term semi-permanent traffic calming installation and a long-term Bay Trail linear park vision plan were selected and detailed to planning-level design plans and presented to City Council.

### REFERENCE

Lisa Foster, Transportation Planning Manager, City of Alameda 510.747.6833, Ifoster@alamedaca.gov

## **Harvard Drive to Cornell Drive**

















### Exhibit A

# PREPARATION OF PLAN DOCUMENTS

Parametrix provides transportation design services from initial concepts through final design, including preliminary planning and public outreach to support the conceptual design stage, as well as construction support during the construction phase. Our projects typically include multimodal complete streets design projects, intersection reconfigurations, traffic calming measures, pedestrian accessibility enhancements, bikeways and shared-use paths, highway ramp intersections and interchanges, as well as quick-build improvements. Transportation planners, traffic engineers, and civil engineers collaborate on integrated planning and engineering design to assure user-friendly, safe, and balanced multimodal systems.

# On-Call Transportation Planning and Engineering | City of Albany

Parametrix serves as one of the City of Albany's professional consulting firms, providing services under the City's on-call contract for transportation planning and engineering services.

Parametrix provided transportation design services for striping, signal, and pedestrian crossing design on SR-123/San Pablo Avenue, as well as two pathway crossings and signal upgrades on Masonic Avenue/Ohlone Greenway. Additionally, parallel bike boulevards were designed on Kains Avenue and Adams Street, all of which are currently under construction or have already been completed. The Parametrix scope of work on these projects included presentations to the City Transportation Commission to present and recommend signal phasing options, coordination and encroachment permitting with Caltrans District 4, and construction support and coordination with the electrical contractor and the Alameda County Public Works Signals Division. Parametrix staff regularly present to the City's Transportation Commission and have facilitated public workshops. We pride ourselves on our ability to clearly and objectively present project benefits and trade-offs, facilitating the City's effective decision-making.

### REFERENCE

Justin Fried, Transportation and Sustainability Manager, City of Albany 510.528.5759, JFried@albanyca.org



# PEDESTRIAN AND BICYCLE FACILITY PLANNING AND DESIGN

Pedestrian and bicycle plans lay the foundation for creating a network that people want to use. Through a combination of data-driven analysis, public and stakeholder engagement, and close collaboration with jurisdiction staff, our team creates plans that support mobility choices for all people. With a focus on creating complete, connected, safe, and comfortable networks for people walking and rolling, we recognize that the planning process must actively engage with overburdened and vulnerable communities to understand the specific needs within these communities. In addition to active transportation system plans, our team brings experience in developing Safe Routes to School (SR2S) plans, advancing ADA accessibility, and incorporating innovative and inclusive engagement strategies to develop plans that help balance local needs with industry best practices.

Parametrix has been providing SR2S planning and design services for over 20 years. David Parisi is one of the "founders" of the nation's SR2S movement and a national expert in all aspects of SR2S. Parametrix has worked extensively throughout California, providing SR2S-related services to schools, school districts, cities, counties, and the State of California, including Caltrans, the Office of Traffic Safety, and the Department of Health Services.

### Exhibit A

# Milvia Street Bikeway | City of Berkeley

Parametrix provides on-call services to the City of Berkeley. Parametrix led the initial planning and final design of a separated bikeway facility for 12 blocks of Milvia Street through Downtown Berkeley, the city's highest-volume bikeway corridor and its top high-injury corridor. Parametrix led open-house workshops, conducted technical analyses of vehicle traffic and parking impacts, and developed preliminary designs for various options. Parametrix prepared final design plans for the preferred alignment, which included two one-way, separated bikeways. The corridor features sections with one-way and two-way vehicular traffic, accompanied by raised buffers and parking-protected separations. The project design incorporated pedestrian circulation enhancements, including curb bulbs and refuge islands, an emergency access lane, two blocks of transit boarding islands, traffic signal upgrades, and landscaping. The project commenced construction in May 2021 and was completed in the spring of 2022.

### REFERENCE

Ken Jung, Supervising Civil Engineer, City of Berkeley 510.981.7028, kjung@berkeleyca.gov



# **GREENWAY PLANNING AND DESIGN**

Parametrix is a leader in recreational trail planning and design. Our trail and greenway projects connect communities and major recreational destinations, making significant contributions to our region's quality of life. Our experience encompasses rails-to-trails projects, rail-with-trail initiatives, multi-use greenways, and new trail alignments. We have developed innovative techniques for designing and permitting multi-use trails in sensitive areas, and we are experienced in safely designing trails as they interact with roads and driveway crossings. We have also developed a range of low-impact stormwater techniques for use with trail design, ranging from pervious pavements to full dispersal strategies, which reduce or eliminate the need for complex surface water management facilities associated with trails.

### Exhibit A

# Vallejo Bay Trail Vine Trail Project | City of Vallejo

Parametrix led the preliminary planning and final design for the Bay Trail and Vine Trail project, which traverses eight roadways throughout the City of Vallejo, including Highways 29 and 37. Parametrix designed 5,500 linear feet of Class I facilities, 2,200 linear feet of buffered Class II facilities, and 13,100 linear feet of Class IV facilities. The firm also designed modifications to multiple intersections, including three highway intersections maintained by Caltrans, to provide protected facilities for pedestrians, bicyclists, and other trail users.

### REFERENCE

Sam Kumar, Project Manager, City of Vallejo 707.648.4432, sam.kumar@cityofvallejo.net



**Parametrix** 

REQUEST FOR PROPOSALS FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES

# TRANSIT/PARATRANSIT PLANNING, DESIGN, AND OPERATIONS

and construction management. We are familiar with the challenges of integrating projects encompass multimodal facilities and high-capacity transit, including transit facilities operate effectively, are practical and cost-efficient, and enhance Parametrix specializes in transportation and transit planning and design. Our BRT, transit stations and mobility hubs, bus stop improvements, transit centers, maintenance facilities, park-and-ride lots, highway and roadway construction, transit facilities into communities, and we work closely with transit agencies, regional partners, and local residents and businesses to make sure that their the existing urban fabric.

# Marin County Bus Stop Inventory | Marin Transit

Parametrix led the team that designed and developed an inventory database for 600 bus stops, including a successful and efficient method for collecting detailed data at each stop, for the Marin County Transit District. The information collected included GPS coordinates, signage, various measurements, condition of stop amenities, and photos. Parametrix recommended improvements and assisted Marin Transit with the conceptual design for upgrades at 25 bus stops.

### REFERENCE

Anna Penoyar, Capital Projects Manager, Marin Transit 415.226.0855, apenoyar@marintransit.org



# TRAFFIC CALMING ASSESSMENT AND DESIGN

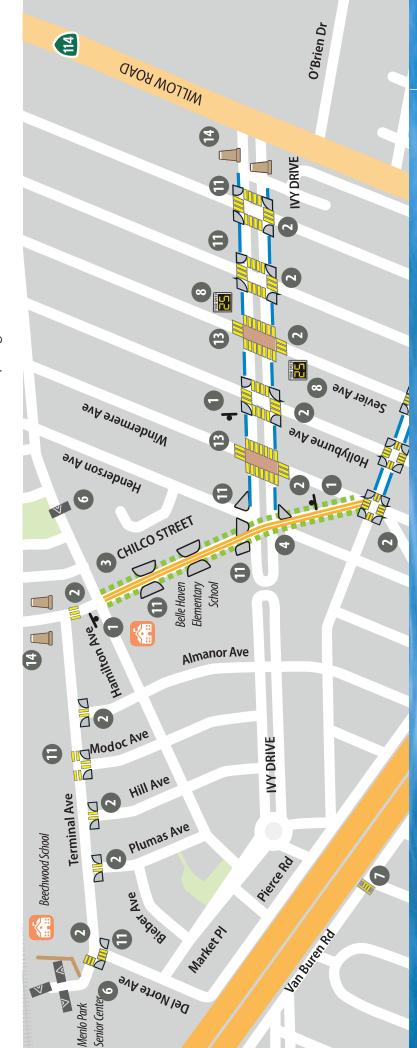
Parametrix develops traffic calming strategies for neighborhood and collector roadways, as well as major thoroughfares. Additionally, Parisi offers design and construction support services for traffic calming projects. Our team has developed comprehensive traffic calming programs for several communities in the San Francisco Bay Area. The traffic calming guides provide policies and objectives, as well as processes for requesting, obtaining, funding, and implementing traffic calming measures. Additionally, they offer information on various applicable traffic calming tools, including educational, enforcement, and engineering measures. Common traffic calming measures include speed cushions and humps, raised crosswalks, curb bulb-out extensions, traffic circles, special paving treatments, gateway features, and other traffic calming applications.

# Exhibit A Belle Haven Neighborhood Traffic Calming Plan | City of Menlo Park

Parisi conducted comprehensive assessments of traffic volumes, vehicular travel speeds, and cut-through volumes based on license plate surveys. Parisi prepared easy-to-understand graphics to illustrate current conditions and facilitated community workshops to confirm the community's concerns and to share initial alternative traffic calming strategies. Our team collaborated with the City of Menlo Park staff to secure project approval. Based on existing traffic conditions and community input, Parisi prepared a refined neighborhood traffic calming engineering plans including speed humps, curb bulb-out extensions, pavement markings, radar speed feedback signs, and gateway treatments that are currently under construction. An "after study" will be conducted after construction is completed for presentation to the community.

### REFERENCE

Phong Vo, Associate Transportation Engineer, City of Menlo Park 650-330-6729 • menlopark.gov



### PUBLIC OUTREACH

and goals of each engagement initiative, allowing us to develop effective messaging Parametrix will work closely with the City of Alameda to understand the purpose the work at hand, such as drone photography, 3D visualizations, online surveys, or branding and marketing materials. We will strive to achieve the optimal balance of beautifully designed. By combining experienced planners and communications specialists with talented graphic designers and technical innovators, we can campaigns. For larger tasks, we will identify the target audience, key messages, strategies, and tactics through an engagement plan. Our experienced team will then develop and deploy the appropriate tools and materials to achieve the desired esults. For more individualized needs, we will identify the staff that can help deliver in-person and digital engagement, complemented by outreach to traditional media. We understand the importance of products that are clear, easy to understand, and effectively engage the public and convey complex messages.

### Exhibit A

## On-Call Traffic Engineering Public Outreach Support City of Berkeley

project renderings, hosting and presenting public outreach meetings, project web Parametrix staff provides staff augmentation services to the City of Berkeley, which the City include bike boulevard projects (Parker-Addison and Woolsey-Fulton), bus stop and bus bulbs projects (Martin Luther King Jr. Way and University Avenue), and multiuse path improvements (Ohlone Greenway). Our services on these projects span the breadth of public outreach, including management and coordination between the City team and other consultants, meeting coordination and staffing, page development, and direct on-the-ground outreach to merchants and residents. includes community outreach for transportation projects. Our recent projects for

### REFERENCE

Ken Jung, Supervising Civil Engineer, City of Berkeley 510.981.7028, kjung@berkeleyca.gov



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# PREPARATION OF GRANT APPLICATIONS

Parametrix specializes in preparing successful grant applications for programs such as the Active Transportation Program (ATP), the Highway Safety Improvement Program (HSIP), and the Office of Traffic Safety (OTS). Our work has resulted in and one HSIP application. Our engineering and planning staff coordinate the entire and document local needs, perform site reviews, and prepare safety analyses. We clients receiving over \$50 million in grant funding for infrastructure projects. In 2020, Parametrix prepared four applications as part of the ATP Cycle 5 program grant application process. We work with local staff and communities to identify prepare conceptual and preliminary engineering plans, calculate cost estimates, write grant narratives, provide support letter templates to the local jurisdiction, and prepare supporting maps, graphics, and photos.

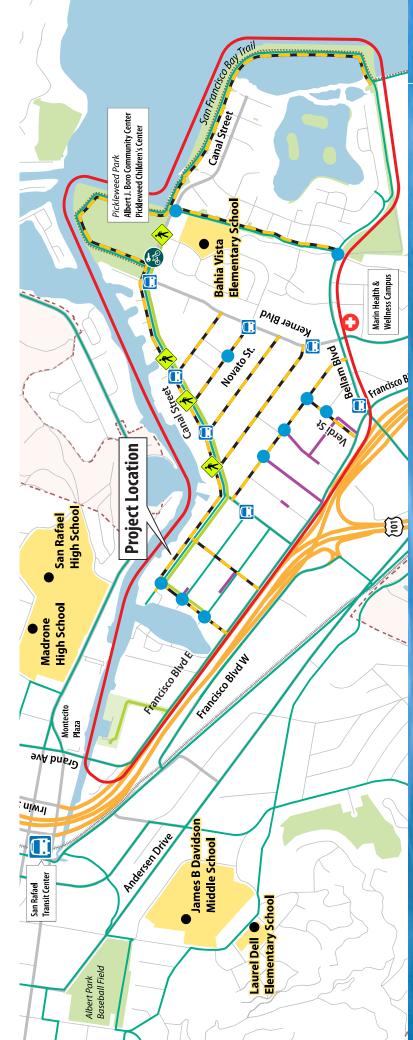
### Exhibit A

## Canal Active Transportation Enhancements ATP Grant City of San Rafael

involving the initiation of necessary environmental, design, and engineering studies the Canal neighborhood. The Parametrix team wrote a compelling grant narrative that outlined the project's numerous benefits, supported by strong graphics and data analyses. These enhancements will improve mobility, equity, safety, and comfort of Parametrix successfully completed an ATP grant proposal for active transportation improvements in San Rafael's Canal neighborhood. The project, which received to develop, design, and construct pedestrian and bicycle network improvements in people walking, biking, and using transit in the Canal neighborhood, helping them reach key destinations and addressing concerns raised by neighborhood residents. over \$4 million in ATP funding, encompasses the design and construction phases,

### REFERENCE

April Miller, PE, Public Works Director, City of San Rafael 415.485.3409, april.miller@cityofsanrafael.org



# Scope of Work – Traffic Engineering

# TRAFFIC SIGNAL TIMING AND COORDINATION

Parametrix provides traffic signal phasing, timing, and coordination services for multi-signal corridor projects. In the initial planning stage, we identify signal phasing strategies to improve operational efficiency and multimodal traffic safety. During the design stage, we calculate and document updated signal timings to reflect the revised design (e.g., minimum green, yellow, and all-red times; pedestrian and bicycle clearance intervals; and coordination intervals) and traffic demand by time of day. During the construction phase, Parametrix staff provide traffic signal controller sheet edits to municipal or contractor electricians and assist with troubleshooting and timing adjustments.

# Sir Francis Drake Boulevard Rehabilitation Project | County of Marin

Parametrix led the traffic signal analysis, traffic signal design, and traffic signal phasing and timing programming for the Sir Francis Drake Boulevard Rehabilitation Project in the Greenbrae neighborhood of unincorporated Marin County. The project

### Exhibit A

was part of a larger pavement rehabilitation and redesign project of the two-mile corridor, a major arterial route to US 101, and included nine signalized intersections and two pedestrian hybrid beacons. The signal and beacon improvements were developed after a three-year study and public outreach process.

The intersection improvements included modified intersection geometry, relocated curb ramps, new pedestrian crossings, new mast arm poles, 12-inch signal heads, video detection, corner bulb-outs, and corner curb reductions, as well as right turn channel modifications and signal interconnection along the entire corridor. Parametrix designed the pavement delineation and marking plan, traffic sign plan, and traffic signal plan, and prepared the signal timing and coordination plan. The project completed construction in Fall 2021.

### REFERENCE

Philip Buckley, PE, Principal Engineer, San Rafael Sanitation District (formerly Senior Civil Engineer, City of San Rafael)
415.458.5369, philip.buckley@cityofsanrafael.org



## TRAFFIC IMPACT STUDIES

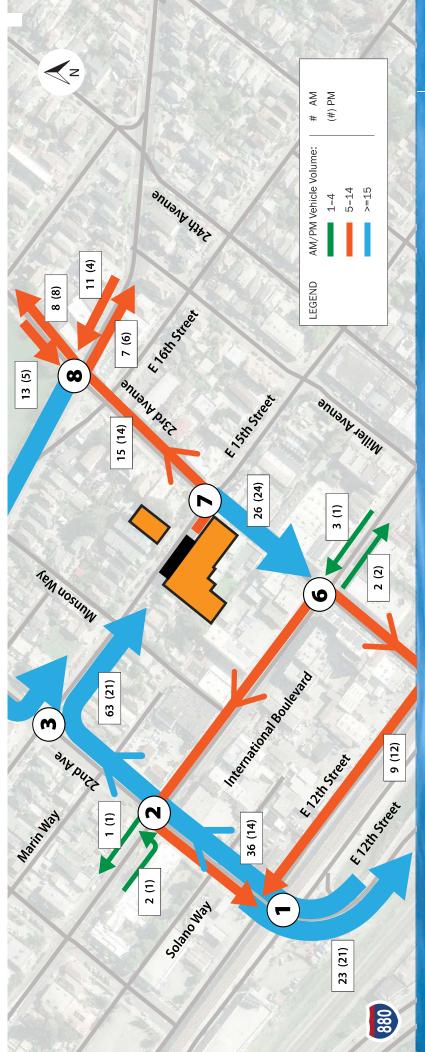
Parametrix prepares traffic impact studies for development proposals and provides peer review services to cities and towns, with a focus on the local context of the proposed use. When considering the impact of a proposed development, Parametrix studies similar local land uses to develop trip forecasts that match the community's characteristics. Our work focuses on multimodal access to the site, including pedestrian and bicycle access, transit access, traffic safety improvements, and compatibility with local plans and design standards. Our analyses include vehicle delay and level of service, utilizing the Synchro software suite, as well as Vehicle Miles Traveled (VMT), in accordance with the latest State guidance. When developing mitigation measures for project impacts, we focus on alternatives to increasing automobile capacity, like travel demand management strategies and improving walk and bicycle access. Parametrix provides support to city staff at Planning Commission and City Council hearings. We are well-versed in acknowledging public concerns about traffic and circulation issues, while offering alternatives to the status quo.

# Exhibit A BayTech Charter School Transportation Impact Review

Parametrix conducted a comprehensive transportation impact review for the Bay Area Technology School (BayTech) project at 1453 23rd Avenue in Oakland, California, which involved converting a historic theater and church into a new educational facility. The study evaluated various transportation impacts, including trip generation and distribution, traffic operations, site analysis for vehicle, transit, pedestrian, and bicycle access, crash analysis, transportation and parking demand management, parking needs assessment, and CEQA traffic impact assessment.

### REFERENCE

Seth Feldman, Executive Director, Bay Area Technology School 800.741.2287, principal@baytechschool.org



# CORRIDOR AND INTERSECTION ANALYSIS, INCLUDING OPERATIONS, SAFETY, AND LEVEL OF SERVICE

Parametrix provides safety and operational traffic signal assessments that range from individual intersections to roadway corridors and citywide or countywide evaluations. Our focus in reviewing intersection operations is to improve pedestrian safety at crosswalks and bicyclist safety at bikeway crossings, reduce or eliminate conflicts between vehicle movements, mitigate the effects of congestion where possible, facilitate traffic flow, and simplify complex movements.

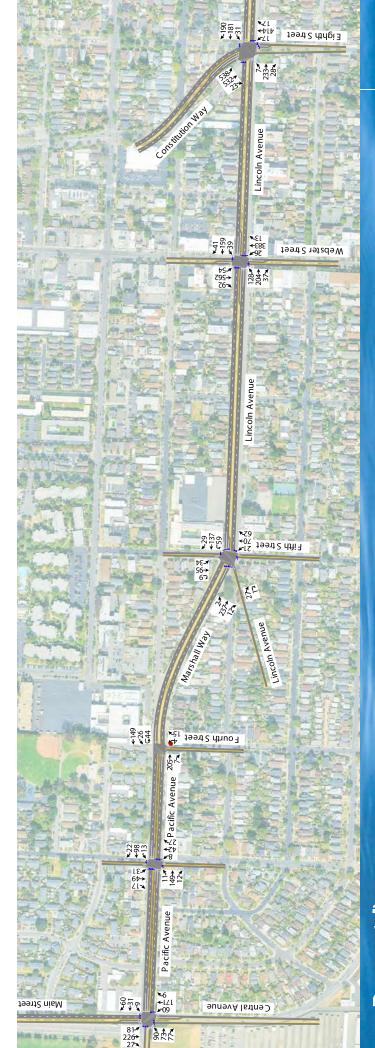
Parametrix plans, analyzes, and designs traffic signals, roundabouts, and beacons on travel-ways ranging from major arterials to multi-use paths. Our most challenging and rewarding design projects involve resolving safety issues and improving access for all users. They include the geometric layout of pedestrian facilities, bikeways, vehicle lanes, traffic signals, lighting, and certain types of Intelligent Transportation Systems (ITS). With extensive experience in designing traffic signals for various municipalities, we have expertise in all aspects of signal design, analysis, and optimization. We have also coordinated many signal and lighting agreements.

# Exhibit A Hearst Avenue Traffic Signal and Complete Street Project $\mid$ City of Berkeley

Previously as Parisi Transportation Consulting, Parametrix led the transportation design and signal timing plan for the entire Hearst Avenue project corridor, a collector roadway bordering the University of California Berkeley campus. Our signal and beacon work included improvements to four existing traffic signals, one new signal, and rectangular rapid flashing beacons (RRFBs) at two intersections. The signal designs included adding bicycle and vehicle video detection, bicycle signals, accessible pedestrian signals (APS), pedestrian kick buttons, emergency vehicle preemption equipment, and signal interconnect. Innovative elements included transit boarding islands with bicycle bypass lanes, parking-protected bike lanes, buffered bike lanes, two-stage bike left turn boxes, permitted/ protected signal phasing, partial roadway closures, and relocating crosswalks to avoid vehicle conflicts.

### REFERENCE

Jesse Peoples, PE, TE, Associate Civil Engineer, City of Berkeley 510.981.6449, jpeoples@berkeleyca.gov



# ROADWAY, INTERSECTION, AND ROUNDABOUT DESIGN

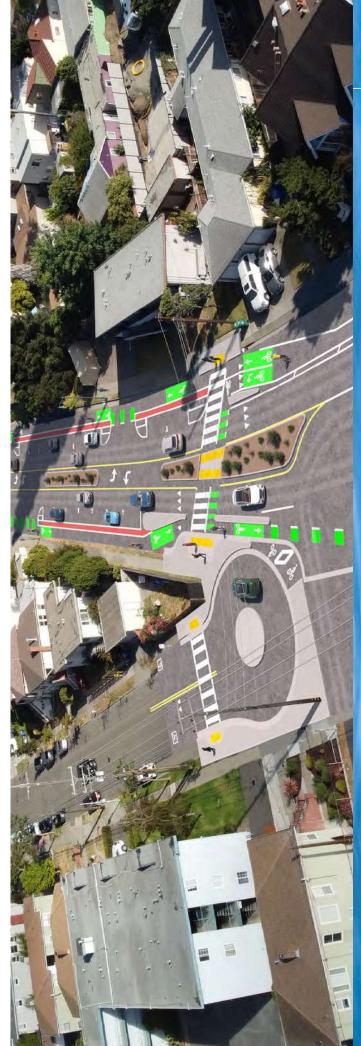
Parametrix plans, analyzes, and designs traffic signals, roundabouts, and beacons on travel ways ranging from major arterials to multiuse paths. Our engineers focus on designing intersections and crossings that facilitate comfortable movements for pedestrian, bicycle, and vehicle traffic, and minimize intermodal conflict. Our most challenging and rewarding design projects involve resolving safety issues and improving access for all users. Parametrix studies whether traffic signals and beacons are warranted by thoroughly reviewing site conditions, crash records, and California MUTCD warrants. We conduct analyses of how intersections and crossings will operate with different traffic controls. Parametrix uses traffic modelling software for traffic signals and roundabouts. Our engineers work directly with traffic signal technicians to adjust and resolve signal timing issues in the field.

# Exhibit A Lincoln Ave/Marshall Way/Pacific Ave Safety Improvement | City of Alameda

The Lincoln/Marshall/Pacific corridor is over three miles and serves multiple destinations including schools, bus stops, commercial districts, and parks. The concept for this Tier 1, high-injury corridor includes a road diet, bike lanes, a roundabout at Lincoln Avenue/Fifth Street/Marshall Way, flashing beacons, pedestrian/bicycle signals, modernized traffic signals, crosswalk improvements, school frontage improvements, stormwater gardens, street trees, disabled parking and loading zones, improved lighting and bus stop enhancements. Parametrix played a key role in delivering comprehensive corridor analysis, leading community outreach workshops, facilitating meetings with various city councils and multiple transportation commissions, and developing conceptual plans for the entire project. Our team, with expertise in diverse areas, collaborated closely across all phases of the project, ensuring a cohesive and successful outcome.

### REFERENCE

Gail Payne, Project Manager, City of Alameda 510.747.6892, gpayne@alamedaca.gov



# TRAFFIC OPERATIONS ANALYSES

The Parametrix team provides simulation and modeling services for traffic operations analysis and public outreach. We can provide design and operational presentations using Infraworks, as well as micro-simulation traffic software such as Synchro, VISSIM, and GIS applications. We have applied these tools to model complex freeway interchanges, roundabouts, signalized intersections, bus lanes, and multimodal facilities.

Outside of operational modeling, Parametrix can produce a variety of visualizations ranging from simple renderings to sophisticated animation videos. When higher-end visualizations are warranted, we utilize Civil FX, a division of Parametrix, to create sophisticated 3D visualizations that range from static images to full-motion videos. For example, our team can produce static images that show something as simple as what an expanded intersection or new bridge would look like, or a motion video to illustrate the operations of an interchange, or a traffic management system, such as shoulder running or ramp metering.

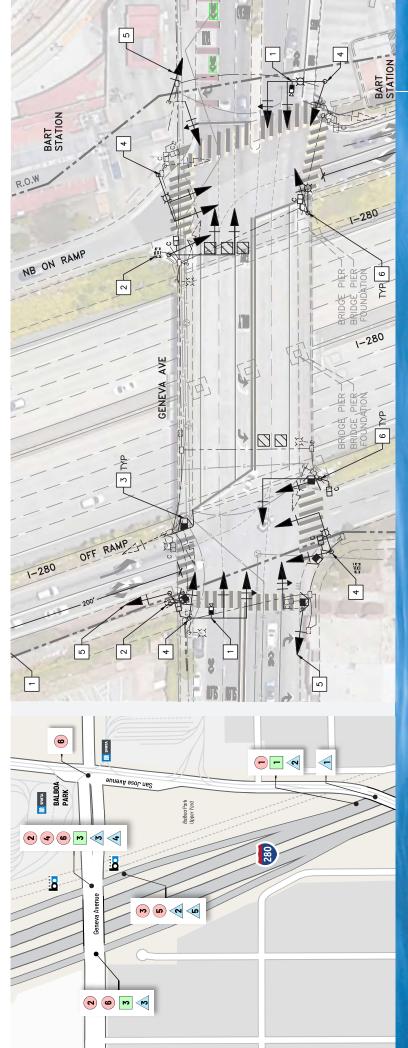
# Exhibit A SFCTA I-280 Northbound Ramp/Geneva Avenue Safety Study

Parametrix staff studied and recommended safety improvements to the I-280 interchange at Geneva Avenue in the City of San Francisco's Balboa Park neighborhood. The Parametrix team worked with Authority, SFMTA, and Caltrans staff to identify physical deficiencies and operational issues resulting in traffic backups onto mainline I-280. Our analysis included collecting video that captured intermodal conflicts and safety violations. Our team developed traffic signal phasing and timing changes in response, analyzed these proposals using Synchro traffic modeling software, and worked with Caltrans and SFMTA staff to implement signal phasing and timing changes. Parametrix summarized the corridor issues as a comprehensive report with near and long-term recommendations to improve safety for pedestrians, bicyclists, transit users and drivers.

### REFERENCE

Mike Tan, Capital Projects

415.522.4826, mike tan@sfcta.org



# PARKING SURVEYS/STUDIES

### **Exhibit A**

### DATA COLLECTION/TRAFFIC COUNTS/GIS Other Services



Data collection is initiated to collect all existing information about the project area that will inform project development including any as-built

plans, permits, existing utility maps, right-of-way, survey and mapping, signal timing, traffic counts, hydraulic or drainage studies, planned developments, crash data and any other information available that will help characterize the site.

Our team provides comprehensive GIS support, ranging from data acquisition and creation to detailed network and corridor analysis, as well as mapping and project communications. We can customize web-based tools to quickly develop project materials, gather feedback, and communicate project updates. We have experience quantifying mode shifts, prioritizing improvements, and analyzing network connectivity. Our data creation and editing procedures include documentation and QA/QC steps, providing work that is traceable and accurate.

### POLICY DEVELOPMENT

Parametrix partners with local jurisdictions to transform emergent evidence-based analysis and collaborative engagement. Our team has authored pioneering Vehicle Miles Traveled policies for jurisdictions in Marin and San Mateo Counties while developing comprehensive implementation strategies transportation legislation into implementable safety solutions through for recent California legislation addressing speed limit reduction, pedestrian visibility through daylighting, and other safety-related topics..

# **CEQA ENVIRONMENTAL STUDIES/REVIEW**



Parametrix staff regularly perform peer reviews of consultant traffic studies, prepare traffic studies, and provide support to city staff at

Planning Commission and City Council hearings. Our staff regularly assesses potential project transportation impacts in accordance with State environmental standards for VMT (SB 743 and CA OPR Technical Advisories), trip generation, and multimodal operations.

goals. Our team's process is heavily data-driven, with a strong emphasis on parking policy, design, management, and pricing. Parametrix recognizes that public outreach to local businesses and residents' associations, as well as demonstrating a local benefit, is necessary to gain support for any changes in but rather a valuable tool in helping a community achieve its larger Parametrix provides parking study services to cities, towns, schools, and private developers. We recognize that parking is not an end in itself parking management or policy. а

# SIGNING, MARKING, AND STRIPING PLANS

Parametrix staff provide signing and striping design as part of our transportation design services. We supplement staff by reviewing the construction striping layout, also known as "cat-tracking," before installation.

Parametrix has designed projects that incorporate pavement coloring treatments, quick-build installations using temporary materials such as posts and rubber curb materials, solar-powered beacons and speed feedback signs, and custom signage.

# PLANNING LEVEL COST ESTIMATES



Parametrix has successfully prepared cost estimates for total project delivery, from planning through startup and beneficial use, on projects ranging from less than \$1 million to billions, encompassing planning, design, construction, change-order negotiation, and support for the resolution of claims. Our team leverages this wealth of experience to deliver industry-leading project development, program and project evaluation, and technical capital project cost estimating services to our clients.

## **TRAVEL DEMAND MODELING**



Parisi staff have extensive experience working in the CUBE modeling software used by C/CAG for their regional travel demand model. We typically support local jurisdictions in validating land use assumptions, verifying future travel parameters (e.g., active transportation and transit mode shares), updating model networks with planned projects, and identifying areas of future transportation system demand. With the calibrated model outputs, we can support the City in calculating changes in Vehicle Miles Traveled (VMT) and assessing the impact of capital improvement programs (CIP) on fees.

### Exhibit A

# C. References, Related Experience and Examples of Work

References for transportation planning and engineering services are provided below. All references are from California municipalities where we have provided on-call services. A subset of projects undertaken for each jurisdiction is listed.

### **CITY OF ALAMEDA**

- Gail Payne, Project Manager
- 510.747.6892, gpayne@alamedaca.gov
- **Projects:** Otis Drive Complete Street Project, Lincoln Avenue/Pacific Avenue/Marshall Way Safety Improvement Project

### **CITY OF ALBANY**

- Allison Carrillo, PE, CIP Program Manager
- 510.528.5737, acarrillo@albanyca.org
- **Projects:** Kains and Adams Streets Traffic Calming Project, San Pablo Avenue Complete Street Project, Ohlone Pathway Intersection/Signal Improvements

### **CITY OF LAFAYETTE**

- Patrick Golier, Transportation Program Manager
- 925.299.3229, pgolier@ci.lafayette.ca.us
- Projects: 2023 Engineering and Traffic Survey

### **CITY OF LARKSPUR**

- Julian Skinner, Public Works Director/City Engineer
- 415.927.5017, jskinner@cityoflarkspur.org
- Projects: Citywide Engineering and Traffic Surveys, Traffic Signal and RRFB Design Services, East Sir Francis Drake Boulevard Signing and Pavement Marking

### **COUNTY OF MARIN**

- Dan Dawson, Principal Transportation Planner
- 415.473.6287, dawson@marincounty.org
- Projects: Countywide Systemic Safety Analysis Report, Countywide Sight Distance Measurement Project, Vision Zero Implementation Project

# SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

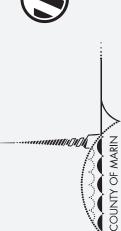
- Yana Waldman, Assistant Deputy Director
- 415.522.4813, yana.waldman@sfcta.org
- Projects: SoMa Vision Zero Intersections Study, Portsmouth Square Multimodal Improvement Project, Geary Boulevard BRT









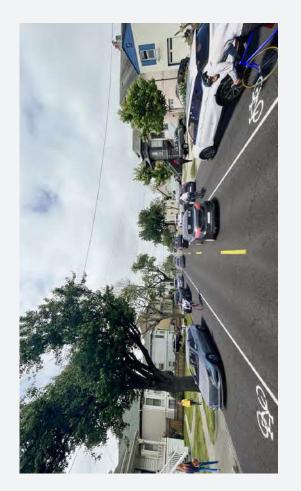


San Francisco County Transportation

Authority



## Exhibit A RESUMES









### ParametriX

# DAVID PARISI, PE, TE | PROGRAM MANAGER/POINT OF CONTACT

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35 YEARS OF EXPERIENCE

**EDUCATION** 

BS, Civil Engineering, Colorado State University, 1985

REGISTRATIONS

PE CA #44893

TE CA #2205

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

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

## **Multimodal Planning and Design**

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

### **Transit Planning and Design**

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

### **Traffic Calming and Safety**

**Exhibit A** 

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

### Safe Routes To School

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

# ANDREW LEE, PE, PTOE, TE | TRANSPORTATION ENGINEERING TASK LEAD



**18 YEARS OF EXPERIENCE** 

### **EDUCATION**

Project Management, 2013 MA, Urban Planning, 2010 Graduate Certificate,

BS, Civil Engineering, 2002

### REGISTRATIONS

PE: CA #86247

TE: CA #2455

PE: NV #031456

Andrew has experience with a variety of transportation projects throughout California. He serves as project manager, traffic traffic safety, and active transportation projects. Andrew leads conceptual through final design for transportation and civil controlled and uncontrolled intersections, traffic signals, and engineer, and transportation planner for complete streets, work; these include complete street corridors, multiuse paths, quick-build safety projects.

specializes in complete streets, active transportation planning Andrew's planning work includes safety studies for schools and high-collision corridors, intersection operations, microsimulation models, and traffic signal phasing and timing plans. His project highlights include intersection safety retrofits, separated bikeways (cycle tracks), protected intersections, multiuse paths, traffic signals, roundabouts, and accessible design. Andrew and design, traffic safety studies, and traffic studies.

# On-Call Traffic Engineering Support

- ▼ City of Belmont El Camino Real / Hill Street Pedestrian Hybrid Beacon and Civil Improvements; Active Transportation Plan bikeway improvements.
- City of Albany intersection and corridor traffic calming studies
- City of Mill Valley crosswalk warrant studies
- City of Seaside Bus Rapid Transit peer review
- City of San Rafael pedestrian hybrid beacon and pedestrian passageway design
- Sacramento Street Complete Street Project, Berkeley: Lead Consultant Traffic Engineer

## **Traffic Safety and Traffic Studies**

**Exhibit A** 

- I-280 Northbound Ramp / Geneva Avenue Safety Study, San Francisco: Consultant PM
- Vision Zero Ramp Intersections Study, San Francisco: Consultant Team Project Manager
- Ocean Avenue Mobility Action Plan, San Francisco: Consultant Transportation Planner
- North McDowell Complete Street, Petaluma: Traffic Engineer
- Third Street Rehabilitation Project, San Rafael: Traffic Signal Design Lead
- Marin County HSIP Traffic Signals Upgrade: Consultant PM

### **Complete Streets**

- Belle Haven Neighborhood Transportation Management Plan, Menlo Park: Traffic Engineer (Traffic Signal)
- North McDowell Boulevard and Maria Drive Complete Street projects, Petaluma: Consultant Traffic Engineer
- Sir Francis Drake Boulevard Pavement Rehabilitation Project, Marin County: Consultant Traffic Engineer

# **Active Transportation Planning and Design**

- BART Bicycle and Pedestrian Access, Ashby, Millbrae, and Pittsburg Bay Point Stations: Consultant Traffic Engineer
- Napa Valley Vine Trail Pedestrian Hybrid Beacon Design, St. Helena: Traffic Engineer
- San Francisco Bay Trail-Napa Valley Vine Trail Gap Closure, Vallejo: **Fraffic Engineer**
- Milvia Street Separated Bikeway, Berkeley: Traffic Engineer
- Ohlone Greenway Path Crossing Signal Upgrades, Albany:

### Exhibit A

# **BRI ADAMS** | TRANSPORTATION PLANNING TASK LEAD



5 YEARS OF EXPERIENCE

EDUCATION

BS, Civil Engineering, 2018

Bri is a seasoned conceptual design lead specializing in active transportation projects, with extensive experience guiding initiatives from initial concept through to final design. A graduate of San Francisco State University with a Bachelor of Science in Civil Engineering, Bri has been passionate about design from a young age, and has a focus on shaping transportation systems that prioritize accessibility, safety, and sustainability. Bri has successfully contributed to numerous projects, engaging communities and stakeholders through public outreach workshops to make sure that every project meets the diverse needs of the public. This collaborative approach allows Bri to develop solutions that are equitable, functional, and well-aligned with community goals.

# Relevant Project Experience

# Marin Safe Routes to School (SR2S)

# **Fransportation Authority of Marin**

Bri has led the design on many of the locations under the Marin Safe Routes to School program. Serving in the role of designer and outreach workshop coordinator, Bri has made sure that the cities and various community needs are being met with each design phase. Bri's experience includes taking projects from the conceptual phase through final design, providing cost estimates and technical specifications at each milestone.

# Lincoln Avenue, Marshall Way, Pacific Avenue Safety Improvements | City of Alameda

Bri is the lead designer and deputy project manager overseeing the 3.1-mile corridor project. Currently at 30% design, there has been extensive community engagement through three workshops, multiple city council meetings, and Transportation Commission reviews. Information gleaned over the three workshops includes key stakeholder input, assessment of existing conditions, key issues, crash statistics data, crosswalk locations, traffic volumes, and potential solutions. The final workshop focused on proposed improvements and phasing based on available funding.

Proposed updates for the corridor include a road diet with bike lanes, flashing beacons, pedestrian hybrid beacons, roundabouts, stormwater management features, enhanced school access, crosswalk upgrades, and both quick-build and permanent curb bulb extensions.

# Laurel Grove Safe Pathways to School II

### Town of Ross

As the lead transportation designer for Laurel Grove Safe Pathways to School project, Bri supported the planning of two community workshops with key stakeholders in the area. Bri worked closely with residents fronting the roadway in attempts to meet their needs while remaining mindful of user safety. Following development of the original concept for the Laurel Grove corridor, Bri went on to support Parametrix team members in designing alternative layouts to address community needs from conceptual design through full PS&Es.

# Berkeley Hopkins Corridor Improvements

### City of Berkeley

Bri provided an existing conditions assessment that analyzed safety issues, adjacent land use and access patterns, historic resources, landscaping, urban greening, and urban design. Bri supported the project through multiple traffic engineering studies that focused on multimodal traffic and circulation, parking, loading, and traffic operations analysis. The information obtained from the existing conditions assessment and traffic engineering studies were used for virtual workshops with the neighboring community where Bri facilitated discussions around existing deficiencies and potential remedies. Bri also led the conceptual design phase, which developed multiple alternatives for improving safety at intersections, bikeways, and provided opportunities for streetscape.

REQUEST FOR PROPOSALS FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES

### Parametrix

# **RYAN WHIPPLE, PE, TE** | TRANSPORTATION ENGINEERING TASK LEAD

Docusign Envelope ID: D29C8ECB-BD72-486D-8B6E-A4027BA96C94



12 YEARS OF EXPERIENCE

**EDUCATION** 

BS, Civil Engineering, 2010

REGISTRATIONS

TE: CA #2821

PE: NV #29432

disciplines including traffic signal, signing/striping, MOT, TCP, and overhead sign design. Ryan is passionate about analyzing Ryan is a traffic engineer and planner with a wide breadth of transportation design and traffic operations analysis experience across California and Nevada. Having worked for both public agencies and private consulting firms, Ryan brings a diverse knowledge of producing accurate and detailed traffic impact studies, conducting transportation facility and intersection control analyses, and leading transportation and complete street design. Ryan also has extensive experience in additional design and designing the multi-modal infrastructure of the future.

## **Traffic Safety and Traffic Studies**

- SFCTA Vision Zero Ramp Intersection Safety Study Phase 3: Senior Traffic Engineer
- North County Transit District SPRINTER Pedestrian Access Study: Senior Traffic Engineer
- Guam Public Works Islandwide Traffic Collision Analysis Study: Senior Traffic Engineer

### **Technical Studies**

- Ventura County Transportation Commission US-101 HOV Traffic Operations Analysis Report: Senior Traffic Engineer
- North County Transit District BREEZE Speed and Reliability Study: Senior Traffic Engineer
- SANDAG San Ysidro Mobility Hub Phase 1 Study: Project Manager

### **Complete Streets**

Petaluma 5th Street Traffic Calming; Senior Traffic Engineer

**Exhibit A** 

- Alameda Lincoln Avenue/Marshall Way/Pacific Avenue Safety Improvements: Senior Traffic Engineer
- Los Angeles Huntington Drive Multimodal Transportation Improvement Project: Mobility and Planning Lead

# **Active Transportation Planning and Design**

- Los Angeles Connecting Canoga Park PA&ED: Deputy Project Manager
- SANDAG Border to Bayshore Bikeway Project: Lead Traffic Analyst
- National City Bicycle Master Plan Update: Project Manager

### Parametrix

# **JIMMY JESSUP, EIT** | TRANSPORTATION PLANNING TASK LEAD

Docusign Envelope ID: D29C8ECB-BD72-486D-8B6E-A4027BA96C94



**16 YEARS OF EXPERIENCE** 

**EDUCATION** 

Master of Urban Planning and Environmental Policy, 2018

BS, Chemical Engineering, 2007

BA, Asian Studies, 2007

REGISTRATIONS

Engineer-in-Training (EIT)

Jimmy is a transportation planner and engineer specializing project framing, technical analysis, and aligning decision making in traffic impact and operations analysis, data analysis, and GIS. He leverages his 16 years of experience as a systems engineer and project manager in various energy industries to approach transportation planning with a close attention to to identify practical solutions. Jimmy has experience producing transportation impact studies, performing vehicle miles travelled (VMT) analyses, and leading transportation planning projects throughout the Bay Area, Jimmy organized a benchmarking and contextual transportation pattern research effort that resulted in developing a set of proposed VMT thresholds of significance for land use projects in the Town of Woodside, His relevant experience includes:

## **Transportation Impact Studies**

- Bay Area Technology School Relocation TIS, City of Oakland
- One Hamilton Affordable Housing Development TIS, City of Mill Valley
- Mount Tamalpais School Expansion TIS, Marin County
- ▶ Los Altos School District School #10 TIS, City of Mountain View
- Northgate Town Square TIS Peer Review, City of San Rafael
- Magnolia Village TIS Peer Review, City of Larkspur

### **Transportation Planning**

- Hawthorns Open Space Transportation Study, Town of Portola Valley
- Bellam Boulevard RAISE DOT Grant Submission Package, City of San Rafael
- Development of VMT Policy and Significance Thresholds, Town of San Anselmo
- Development of VMT Policy and Significance Thresholds, Town of Woodside •

 Hilby Avenue Traffic Calming Community Planning Project, City of Seaside

**Exhibit A** 

- California Environmental Quality Act (CEQA)
- Bay Area Technology School Relocation Detailed VMT Analysis, City of Oakland
- Los Altos School District School #10 CEQA Analysis, City of Mountain View
- Woodside Housing Element Update Detailed VMT Analysis, Town of Woodside
- San Anselmo Housing Element Update Detailed VMT Analysis, Town of San Anselmo
- Marin Farmers Market CEQA Analysis, City of San Rafael
- Cañada Corners Expansion CEQA Analysis, Town of Woodside
- Mallard Pointe Housing Development VMT Analysis, Belvedere

### **Technical Studies**

- ▼ 505 Sir Frances Drake Data Collection for Trip Generation and Parking Assessment, City of Larkspur
- Engineering and Traffic Survey and Speed Limit Reductions, City of Lafayette

## **On-Call Traffic Engineering Support**

- ▶ Town of Corte Madera: trip generation studies and peer reviews
- Town of Fairfax: trip generation research and methods
- ▼ Town of San Anselmo: AB 43 and speed limit consulting

# KEN APARRI, PE | TRANSPORTATION ENGINEERING TASK LEAD



29 YEARS OF EXPERIENCE

**EDUCATION** 

BS, Mechanical Engineering, Columbia University, 1993 CERTIFICATIONS

PE: CA #76891

Ken has significant experience helping transportation agencies develop thoughtful transportation solutions to address complex infrastructure challenges. His expertise includes the advancement of innovative tolling and managed lanes programs, strategic planning for intelligent transportation systems, and the and mobility. He brings strong project management, systems implementation of transportation technology to support safety engineering, and quality management skills to every project

### Bay Area Express Lanes

# Bay Area Infrastructure Financing Authority (BAIFA)

efforts for this innovative express lane tolling system, including readers, Ken was the deputy project manager for this project to convert 90 miles -680 from Dublin to Walnut Creek; I-880 from the Santa Clara County dynamically priced lane alternatives, as well as carpoolers and buses of existing High Occupancy Vehicle (HOV) lanes into express lanes on line to San Leandro; and I-80 in Fairfield. Provided oversight of design sensors, and imaging devices. The project enhances connectivity by closing gaps in the existing HOV network, improves freeway efficiency by optimizing the use of existing capacity, and provides motorists with with a reliable, congestion-free option.

## Advanced Toll Collection and Accounting System (ATCAS) II Bay Area Toll Authority (BATA)

ETC), and open-road tolling (ORT) lanes. He oversaw the development of a comprehensive, detailed design document that encompassed hardware, replacing toll booths and in-lane equipment, developing and installing new hardware and software systems, and providing ongoing maintenance state-owned bridges operated by BATA, comprising 70 toll lanes, including dedicated electronic toll collection (ETC) lanes, mixed-use lanes (cash and software, and external interfaces. Conducted system acceptance testing to verify that the lane hardware and software functioned as designed, and Ken was the deputy project manager for this project, which included for the new system. ATCAS is used to provide toll operations at the seven that toll transactions were processed accurately.

### **Bay Area Express Lanes Network Program Advisor Metropolitan Transportation Commission (MTC)**

**Exhibit A** 

Ken served as the senior engineering manager providing technical and lane program for the following areas: toll system enhancements and Operations Center; integration with the FasTrak Customer Service Center; business rules; emerging technologies; toll rate and revenue estimation for new segments or major system/business changes; and various other strategic advice for the implementation and operation of the express maintenance; toll system and tolling operations including the Regional echnical and policy issues

### Santa Clara Valley Transportation Authority (VTA) SR 237/I-880 Express Connectors Project |

dynamic message signs, traffic monitoring detectors, and CCTV cameras. speeds in the new express lanes facility. The project received a Project of designing and installing an express lanes system, including AVI equipment, the SR 237 Express Lanes corridor, which converted the carpool lane connector ramps at the SR 237/I-880 interchange to Express Lanes account speeds in the general-purpose lanes and maintaining minimum Ken was the senior systems engineer for this project, which involved The SR 237/I-880 Express Connectors project was the first phase of operations, thereby maximizing existing capacity in carpool lanes. He developed a dynamic pricing algorithm for the express lanes, taking into the Year Award from the California Transportation Foundation.

### Parametrix

### **Exhibit A**

# J**en shriber, mph** | Transportation planning task lead

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13 YEARS OF EXPERIENCE

### **EDUCATION**

Master of Public Health, 2016 BA, International Studies and Anthropology, 2010

transportation planning, data analysis, and GIS. She uses regular use of GIS and expertise in data visualization help communities understand the data needed to build consensus safety analysis support for projects ranging from corridor studies Jen is a transportation planner specializing in multimodal her public health and data science background to approach and inform decision-making to improve mobility options. Jen Shriber specializes in active transportation planning and safety. Her primary projects have focused on using data analysis and mapping to advance safety in communities. Jennifer has provided transportation planning with close attention to hard data. Her to county-wide plans.

# Relevant Project Experience

# Countywide Local Road Safety Plan

# Fransportation Authority of Marin/Marin County

Road Safety Plan (LRSP). Her role included analyzing collision data for the county to assess trends and to create a High Collision Network composed of the road segments and intersections with the highest rates in the county. This involves close coordination with all 11 Marin County jurisdictions to confirm the High Crash Network and select locations for len served as the Deputy Project Manager for the Marin County Local priority project development.

## Safe Routes to Schools |

# **Transportation Authority of Marin**

Marin County. The program currently operates in 56 schools and impacts over 29,000 students annually. Jen's role touches on many aspects of SR2S, from evaluation and mapping to coordination of the program's Jen serves as the Deputy Project Manager for the Marin County Safe Routes to Schools (SR2S) Program. SR2S promotes active and shared transportation to schools and works to enhance road safety around schools in all 11 incorporated cities and towns as well as unincorporated road user safety campaign, Street Smarts.

# **Hub Transportation Assessment**

### **Town of San Anselmo**

lennifer served as a Transportation Planner for the Hub Transportation Assessment, whose goal was to improve transportation conditions and safety for users of all modes traveling through the Hub in San Anselmo. Jen's role included existing conditions data analysis, coordination of several public workshops, and development of an evaluation methodology to assess proposed recommendations.

# Bridgeway Safety Study, Napa Street to

# Johnson Street | City of Sausalito

and report development in InDesign. The study recommended numerous len served as a transportation planner on this project to improve multimodal circulation and safety along a 6-block segment of Sausalito's main thoroughfare. This section has had a high number of pedestrian and bicycle collisions. Her role included crash data analysis, mapping, mprovements that could be implemented in a phased approach.

### **MAG Safety Action Plan**

# **Mountainland Association of Governments**

Network for collisions in three Utah counties. This work contributes to he development of a Safety Action Plan; ultimately, the Plan will result MAG, and/or cities within its jurisdiction, can submit to the United States trends, mapping collision hot spots, and developing a High Injury n a series of transportation improvement transportation projects that Jen serves as the Safety Analysis Lead for the MAG Safety Action Plan. Her work includes conducting an over representation analysis for collision Department of Transportation to gain funding for implementation.

### Exhibit A

# SAMPLE CONTRACT LANGUAGE



# SAMPLE CONTRACT LANGUAGE

Docusign Envelope ID: D29C8ECB-BD72-486D-8B6E-A4027BA96C94

**Exhibit A** 

Parametrix notes the following edits of the City's agreement, but agrees to the rest:

## Section 9: Hold Harmless:

### Subsection a:

-delete "defend (with counsel acceptable to the City)" and "claims": being asked to defend the client before a finding of fault has been established. We have professional liability insurance that covers our negligent actions, but our insurance does not cover defending a client before our negligence is determined. If we are found negligent we will indemnify the client and also cover any legal fees proportionate to the level of our negligence. -delete "agents": they are not part of the client entity, and Parametrix does not owe those parties the same obligations as it does the client.

insert "negligent": Our professional liability insurance is negligence based so any indemnity or hold harmless obligation has to be tied to our negligence in order for it to be insurable.

### Subsection c:

-delete "defend": please see above.



### HOURLY SERVICE RATES FOR PROFESSIONAL SERVICES EFFECTIVE THROUGH SEPTEMBER 30, 2026

CADD Operator I	8				
	^	\$120	Jr. Planner	8	\$120
CADD Operator II	9	\$130	Planner I	10	\$135
CADD Operator III	11	\$145	Planner II	11	\$145
			Planner III	12	\$160
Jr. Designer	8	\$120	Planner III	13	\$170
Designer I	10	\$140	Planner IV	14	\$185
Designer II	11	\$150	Sr. Planner	15	\$210
Designer III	12	\$160	Sr. Planner	16	\$225
Designer III	13	\$170	Sr. Planner	17	\$240
Designer IV	14	\$180			
Sr. Designer	15	\$200	Graphic Designer	10-11	\$160
Sr. Designer	16	\$220	Sr. Graphic Designer	12-13	\$175
Sr. Designer	17	\$235			
			Publications Specialist I	8	\$110
Jr. Engineer	8	\$125	Publications Specialist II	9-10	\$130
Engineer I	10	\$145	Sr. Publications Specialist	10-11	\$145
Engineer II	11	\$155	Publications Supervisor	12-13	\$155
Engineer III	12	\$170	Technical Editor	10-11	\$145
Engineer III	13	\$180	Sr. Technical Editor	12-13	\$155
Engineer IV	14	\$205			
Sr. Engineer	15	\$230	Technical Aide	7	\$110
Sr. Engineer	16	\$245	Sr. Technical Aide	8	\$120
Sr. Engineer	17	\$270	Project Coordinator	9	\$130
Sr. Consultant	18	\$310	Sr. Project Coordinator	10	\$145
Sr. Consultant	19	\$340	Project Controls Specialist Sr. Project Controls Specialist	11 12-13	\$155 \$170
Construction Manager I	12-14	\$185	,		•
Construction Manager II	15-17	\$200	Project Biller	8	\$120
Sr. Construction Manager	15	\$220	Project Accountant	9	\$130
Sr. Construction Manager	16-17	\$250	Sr. Project Accountant	10-11	\$145
Owner's Representative	18-19	\$275	Accounting Specialist	9	\$130
·	40.47		Sr. Accounting Specialist	10-11	\$140
Division Manager	16-17	\$250		_	
Division Manager, Regional DM	18-19	\$285	Admin Assistant	7	\$110
Operations Manager	16-17	\$250	Sr. Admin Assistant	8	\$120
Operations Manager	18-19	\$285	Office Administrator	10-11	\$145
Project Delivery Manager	18-20	\$295	Sr. Office Administrator	12-13	\$155
Principal Consultant	19-20	\$395	Office Administrative Manager	14-15	\$185
Vice President/Sr. Vice President	18-20	\$395	Business Manager, Rgnl Off Mgr	15-16	\$205
			Sr. Contract Administrator	12-13	\$175
			Director of Risk Management	20	\$395

### Notes:

Hourly service rates are effective through September 30, 2026.

Reimbursable charges include, but are not limited to transporation charges, reproduction services, shipping expenses, and subconsultant fees. Mileage charges will be charged at the prevailing IRS rate per mile.



# **Parametri**X



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2025

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

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

	.g 15 1116 551 11116 1116 1116 111 1151 51 51					
PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230		CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476	FAX (A/C, No):			
Lafayette CA 94549		E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
	License#: 6003745	INSURER A: Valley Forge Insurance Company	20508			
INSURED	PARAINC-01	INSURER B: Continental Insurance Company	35289			
Parametrix, Inc. 1019 39th Ave. SE Suite 100		INSURER C: XL Specialty Insurance Company	37885			
Puyallup, WA 98374		INSURER D: National Fire Insurance of Hartford	20478			
(253) 604-6600		INSURER E: Continental Casualty Company	20443			
		INSURER F:				
001/504050	0=D=1=10.4== 11111D=D +0=0=00=00	551/10/01/11				

COVERAGES CERTIFICATE NUMBER: 1078539702 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.

	XCLUSIONS AND CONDITIONS OF SUCH P		-					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
D	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Υ	Y	6050531366	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	\$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	X OTHER: WA Stop Gap/EL						WA Stop Gap	\$1,000,000
Е	AUTOMOBILE LIABILITY	Υ	Υ	6050531352	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR			6050531433	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 15,000,000
	DED X RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	6050531383	11/1/2024	11/1/2025	X PER OTH-	WA STOP GAP
D	ANYPROPRIETOR/PARTNER/EXECUTIVE TYPE	N/A		6050531402	11/1/2024	11/1/2025	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	11/ 7					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Profesional Liability & Pollution Liability included Claims Made Form		Υ	DPR5035932	11/1/2024	11/1/2025	Per Claim/2,000,000 Retroactive Date	\$2,000,000/Aggr. 01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PMX Project Number/Name: #474-8939-802 / On-Call Transportation Engineering Services --

City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per attached.

L $\mathcal{C}$  5/19/2025

CERTIFICATE HOLDER
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CANCELLATION 30 Day Notice of Cancellation

City of Alameda Attn: Scott Wikstrom, City Engineer 2263 Santa Clara Ave. 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

Mo Howton





Policy No: 6050531366

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. In the performance of your ongoing operations subject to such written contract; or
  - B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. The written contract requires you to provide the additional insured such coverage; and
    - 2. This Coverage Part provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - Coverage broader than what you are required to provide by the written contract; or
    - A higher limit of insurance than what you are required to provide by the written contract.

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

If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such written contract; or
- B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
  - 1. The written contract requires you to provide the additional insured such coverage; and
  - 2. This Coverage Part provides such coverage.
- **III.** But if the written contract requires:
  - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - **B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.



CNA75079XX (3-22) Page 1 of 3 Nat'l Fire Ins Co of Hartford



Policy No: 6050531366

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

**IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - **A.** The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. Supervisory, inspection, architectural or engineering activities; or
  - **B.** Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

### **Primary and Noncontributory Insurance**

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

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

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

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

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

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

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

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

CNA75079XX (3-22)

Page 2 of 3

Nat'l Fire Ins Co of Hartford Insured Name: PARAMETRIX, INC.



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

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

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

- **A.** Was executed prior to:
  - 1. The bodily injury or property damage; or
  - 2. The offense that caused the personal and advertising injury;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

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

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Policy No: 6050531366

### Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

### Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:

1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

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

00020006660505313660447







### CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### LIABILITY COVERAGE

### A Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- **b.** Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II - WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

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Insurance Services Office, Inc., used with its permission.



### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

### II. PHYSICAL DAMAGE COVERAGE

### A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### **B.** Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

### C. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

### D. Hired "Autos"

The following is added to Section III. Paragraph A .:

### 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- **b.** Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

### E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012) Policy No:

Page: 2 of 4 Policy Effective Date:



### **Business Auto Policy**

**Policy Endorsement** 

### F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

### G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- **a.** Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- **b.** Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- **c.** Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

### III. Drive Other Car Coverage - Executive Officers

The following is added to **Sections II and III**:

- Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An auto owned by that "executive officer" or a member of that person's household; or
  - **b.** An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

### IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012)

Page: 3 of 4

Policy No: Policy Effective Date:



### **Business Auto Policy**

**Policy Endorsement** 

(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

### C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

### E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

### **V. DEFINITIONS**

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Page: 4 of 4

Policy No:

Policy Effective Date:



### **Workers Compensation And Employers Liability Insurance**

**Policy Endorsement** 



### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984) Policy No: 6 50531402

Endorsement No: 3; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 333 S Wabash Ave,

Chicago, IL 60604



### Workers Compensation And Employers Liability Insurance

**Policy Endorsement** 



### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997) Policy No: WC 6 50531383 Policy

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,

Chicago, IL 60606