

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and KITTELSON & ASSOCIATES, INC., a Oregon corporation, whose address is **155 GRAND AVENUE, SUITE 505, OAKLAND, CALIFORNIA 94612** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

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

AGREEMENT

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

1. **TERM:**

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

2. **SERVICES TO BE PERFORMED:**

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

3. COMPENSATION TO PROVIDER:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's 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. 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. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. 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 indemnify and 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) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

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

16. RECORDS:

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

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

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

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

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

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

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

Kittelson & Associates, Inc.
155 Grand Avenue, Suite 505
Oakland, CA 94612
ATTENTION: Mike Alston, Senior Engineer/Planner
Ph: (510) 433-8076 / Email: malston@kittelson.com

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

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

18. SAFETY:

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

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

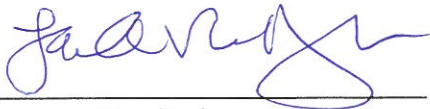
30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

KITTELSON & ASSOCIATES, INC.
a Oregon corporation



Lawrence Van Dyke
Vice President

CITY OF ALAMEDA
a municipal corporation

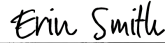
Jennifer Ott
City Manager



Marc Butorac
Secretary

RECOMMENDED FOR APPROVAL

Signed by:



325468832737491...

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



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Len Aslanian
Assistant City Attorney



CITY OF ALAMEDA

ON-CALL TRANSPORTATION PLANNING AND ENGINEERING SERVICES

Proposal | April 7, 2025





April 7, 2025

Scott Wikstrom, City Engineer
 City Hall West, Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501

RE: Request for Proposals (RFP) for On-Call Transportation Planning and Engineering Services

Dear Mr. Wikstrom:

The City of Alameda has achieved several transportation milestones in recent years, including the construction of the Clement Avenue Improvements Project, the groundbreaking of the Central Avenue Safety Improvement Project, and the launching of the Oakland Alameda Water Shuttle. As the City looks ahead to advance more projects aimed at improving transportation safety and provide transportation choices, it will be important to do so in a way that enhances the quality of life for residents and employees.

Kittelison and Associates, Inc. (**Kittelison**) is pleased to submit this proposal for to be considered on-call Transportation Planning and Engineering Services for the City of Alameda. Kittelison has 40 years of experience satisfactorily providing the same services as those requested under the Alameda On-Call Consulting Services Request for Proposals (RFP). We have provided comprehensive transportation planning, engineering and research services to government organizations and private clients. At Kittelison, our goal is to systematically develop and apply methods that improve the performance of all transportation facilities. These methods are supported by our extensive research experience and technical excellence.

General Firm Information

Kittelison was founded in Portland, Oregon, in 1985 and expanded across the Pacific Northwest and East Coast. In 2012, Kittelison merged with Dowling Associates, Inc., a California-based transportation planning and travel demand modeling consulting firm. The merger formalized 25 years of collaborative teaming between the two firms. Kittelison's California offices include Oakland, Sacramento, San Diego, and Orange. With a staff of nearly 400 people working in 26 offices across the country, we are able to address client needs with local experience and national expertise.

Kittelison has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services and will adhere to the provisions described in the RFP. As of the RFP submission deadline, Kittelison is registered and in good standing with the California Secretary of State.

Kittelison provides the City of Alameda with the following:

- Over 35 years of experience in delivering transportation planning and engineering projects throughout the Bay Area.
- Nearly two decades of project experience for the City of Alameda, including the Alameda Point EIR, Central Avenue Complete Street, Clement Avenue/Tilden Way intersection design, Tsunami Evacuation Study, and Estuary Crossing study, providing us with first-hand knowledge of the City's issues and technical requirements.
- Established working relationships with adjacent local jurisdictions and partner agencies at the countywide (Alameda CTC), regional (AC Transit, MTC), and state (Caltrans) levels, which will help streamline reviews and coordination efforts.
- In-house experts in multimodal transportation planning, transit planning, traffic engineering, active transportation planning, travel demand forecasting, and transportation design, allowing us to support the City in developing innovative, defensible projects.

- Experience managing similar on-call projects for other major agencies in the area including the Oakland Department of Transportation, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, City of San Francisco Planning Department, City of Dublin, and City of Berkeley, thereby bringing a collective experience with state-of-the-practice knowledge.

The Kittelson team will be led by Mike Alston, TE, RSP¹, as project manager and Laurence Lewis, AICP, LEED AP, as project principal. Mike is a planner and licensed traffic engineer with experience in areas such as safety, active transportation, and roundabout analysis and design. Mike recently served as Kittelson's project manager for the City of Alameda's Clement Avenue/Tilden Way intersection design project. Laurence is a certified planner with 25 years of experience delivering successful planning projects in the Bay Area and throughout the United States. His experience includes area and citywide plans, policy development, regional corridor studies, transportation demand management plans, traffic impact analysis, and neighborhood traffic calming plans.

I am a legal representative of Kittelson authorized to bind Kittelson to an agreement in the event of an award under the RFP. Please direct any questions or correspondence to me at 510-433-8079 or llewis@kittelson.com.

Sincerely,

KITTELSON & ASSOCIATES, INC.



Laurence Lewis, AICP, LEED AP

Project Principal / Senior Principal Planner

Exceptions

Kittelson has reviewed the City of Alameda's standard service provider agreement and insurance requirements and requests the City's consideration of the following proposed modifications:

As written, the City's indemnification language is overly broad, extends beyond proportionate share and exceeds what is enforceable under Cal. Civ. Code 2782.8. This is regardless of the City's reference to this statute relative to professional liability defense obligations. To ensure this language is equitable and consistent with Cal. Civ. Code 2782.8, would the City be amenable to modifying this language as follows upon any contract award:

9. HOLD HARMLESS:

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

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

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

A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

Organization

Kittelson’s proposed organization is shown in **Figure 1**. Our team is led by Mike Alston, who will also serve as the point of contact for the City. Mike has supported the City of Alameda in leading task orders under the City’s Transportation Engineering On-Call Services contract.

Kittelson’s project management team (project manager Mike Alston and project principal Laurence Lewis) have experience leading on-calls and task orders with similar services and will seamlessly receive requests and identify appropriate task order managers and team members based on areas of experience, availability, and ability to meet the particular needs of each assignment.

The City of Alameda can be assured that Kittelson has the technical resources to complete all assigned projects

within the allotted schedule and budget, and to provide consistency in project management and staffing. We bring a strong team of proven task leaders who include a mix of certified planners, road safety professionals, outreach experts, and engineering professionals.

Project Approach

Collaboration is the key to success, and we promote and practice a collaborative and interdisciplinary approach on all projects. Our team works with clients, professional partners, and community members in ways that stretch beyond conventional limits. We have the ability and flexibility to deliver critical content through multiple mediums and across a variety of platforms. We regularly

Figure 2. Kittelson Organization Chart

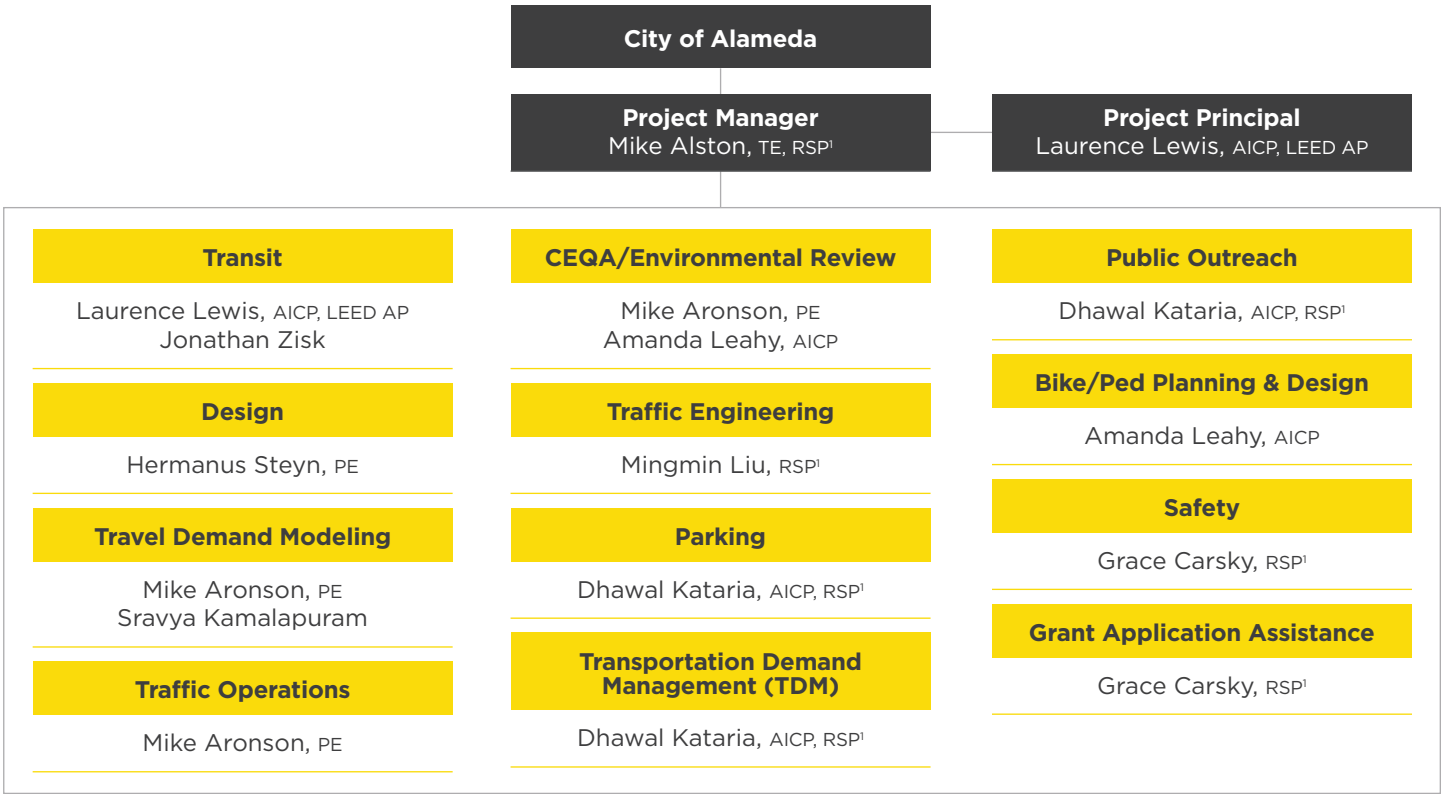


Exhibit A

utilize a wide range of communication tools, including cloudbased services, to share information and collaborate in real-time.

Key elements of our approach and strategy for delivering collaborative solutions are:

- Defining a shared vision and project understanding
- Consistent, open, and purposeful communication with our clients
- Transparent and strategic engagement with community members and key partners

Management Approach

The Kittelson team brings extensive depth and redundancy of technical and management skills in order to provide responsive service to meet the City of Alameda’s needs. This will enable us to be nimble in responding to the City while also continuing to provide high-quality technical analysis and products.

As contract manager, Mike will coordinate with technical leads as task orders are identified to form the most appropriate staff team for that task order. We would be able to respond with our interest and ability to do potential task orders within 24 hours of being notified by the City of Alameda of the potential task order. If additional scope, budget, or proposed approach is needed for a specific task order opportunity, we would be able to respond within one to two weeks with those pieces of information. The specific turnaround time would depend on the complexity of the work to be conducted within the task order and the amount of detail the City would need in our response. As contract manager, Mike will use the following approaches to each of those critical elements to create a strong working relationship with City staff.

- **Proactive Communication.** Routine communication between Mike (project manager) and the City of Alameda’s overall on-call project manager to confirm that we are meeting or exceeding needs in how we are approaching the execution of task orders. City staff are welcome to contact Mike at any time with issues or concerns related to work conducted by Kittelson.
- **Regular Coordination** between task order leaders and City staff managing the task orders will provide updates on progress, facilitate exchange of

information, and anticipate and address issues to help keep the work on track.

- **Openness and Collaboration.** We find work can be done more successfully and efficiently when completed in an open and collaborative manner. This includes being transparent and direct with City staff regarding project and task order management topics such as status of budget, schedule, potential issues or risks to the project. It also includes being collaborative with City and your partners with respect to how we are conducting analysis, sharing data, working together to develop solutions, and—to the extent desired, needed or requested by staff—working across departments and/or with other consultants to meet your needs and objectives.
- **Responsiveness.** Given the fast-paced nature of on-call task orders, it is critical to have a team with solid experience and depth to be able to respond quickly and effectively. To achieve this, Mike will serve as the primary point of contact for the City of Alameda as related to the overall on-call contract. Based on the task orders, Mike will identify the appropriate Kittelson team staff person to be the task order lead. That individual will be responsible for managing the task order and communicating with City staff leading the task order. Mike will provide internal support to the Kittelson’s task order leads to assure that the City is receiving responsive and high-quality service for each task order being conducted.
- **Quality Control.** Accurate products that appropriately present analysis, findings, ideas and concepts are critical for productive discussions regarding project decisions and reaching consensus around project implementation or next steps. Each product prepared for the City will undergo at least two internal rounds of review and edits at Kittelson before being submitted. At a minimum, the task order leader or Mike will conduct a review. Depending on the nature of analysis or deliverable, Kittelson may have an additional review conducted as needed for unique technical specialties.
- **Quality Assurance.** To provide quality assurance, Mike and Laurence (project principal) will work with each task order lead to confirm that deliverables being sent to the City have received senior review for

Figure 2. Kittelson QA/QC process

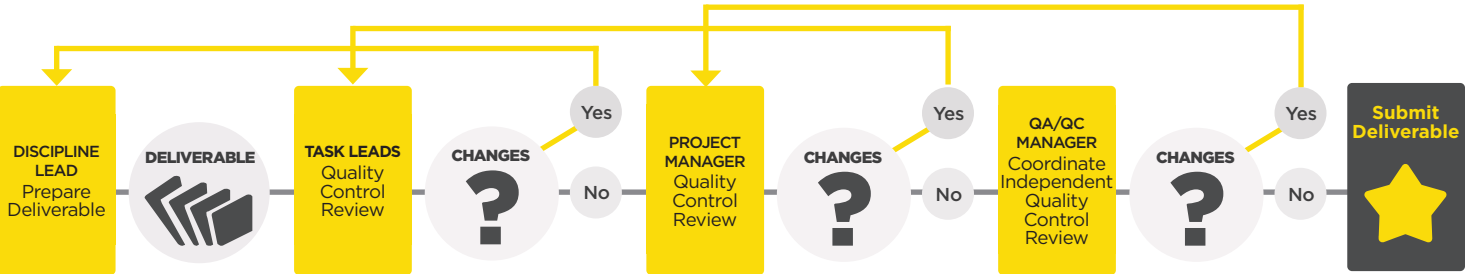


Exhibit A

technical accuracy and appropriateness of content, detail, style, and format.

- **Managing Schedule.** Kittelson recognizes that actively managing schedules for each of the task orders is fundamental to help the City of Alameda achieve its goals as efficiently as possible. Mike will work with task order leaders to identify and provide the internal resources necessary to adhere to the established schedules. On a regular basis, task order leaders will report the schedule’s status to the appropriate City project managers so that everyone is aware of and able to meet critical milestones.

- **Budget Management.** Kittelson has internal budget tracking tools that enable project managers and task order leaders to identify the status of the budget for any project or task order at any time. Our tracking tools provide immediate information that will enable Mike to work with task order leaders to keep task orders fiscally on-track.

Resumes

The figure below summarizes the relevant expertise of our staff. Full resumes are presented in the following pages.

Figure 3. Kittelson Staff Experience Summary

Services	Staff									
	Mike Alston, TE, RSP ⁱ	Laurence Lewis, AICP, LEED AP	Hermanus Steyn, PE	Mike Aronson, PE	Mingmin Liu, RSP ⁱ	Shravya Kamalapuram	Dhawal Kataria, AICP, RSP ⁱ	Amanda Leahy, AICP	Grace Carsky, RSP ⁱ	Jonathan Zisk
TRANSPORTATION PLANNING										
Transportation Policy Development	■	■	■	■			■	■	■	■
CEQA Environmental Studies	■			■				■		
Data Collection for All Modes	■	■	■	■	■	■	■	■	■	■
Cost Estimates	■		■		■					
Public Outreach	■	■	■				■	■	■	■
Grant Application Preparation	■	■					■	■	■	
Plan Preparation	■		■		■					
Bicycle Facility Planning and Design	■	■	■		■		■	■		
Greenway Planning and Design	■	■	■		■		■	■		
Pedestrian Facility Planning and Design	■	■	■		■		■	■		
Transit/Paratransit Planning, Design, Operations		■								■
Transportation Systems Management/ TDM Strategies	■	■		■			■	■		■
Traffic Calming Assessment and Design	■	■	■		■		■	■		
Parking Surveys	■	■		■	■	■	■	■	■	■
Parking Permit Program Development	■	■					■	■		
Feasibility Studies	■	■	■	■	■	■	■	■	■	■
Survey Development and Analysis	■	■		■	■	■	■	■	■	■
GPS Data Collection, Inventory Management, GIS Integration	■	■		■	■	■	■	■	■	■
TRANSPORTATION ENGINEERING										
Traffic Signal Timing and Coordination			■	■	■					
Traffic Impact Studies	■	■	■	■	■	■	■	■	■	
Travel Demand Modeling				■		■				
Corridor and Intersection Analysis	■	■	■	■	■	■	■	■		■
Warrant Studies	■	■	■	■	■		■	■		
Traffic Counts	■	■	■	■	■	■	■	■	■	■
Parking Studies	■	■		■	■	■	■	■	■	■
Signing, Marking, Striping Plans	■		■		■					
Roadway, Intersection, Roundabout Design	■		■		■	■				
Technology Comparisons	■	■		■				■		
Traffic Operations Analysis, Synchro	■	■	■		■		■	■	■	
Countywide Transportation Model Review				■		■				
Transportation Section Review of EIR	■			■				■		

B. ORGANIZATION QUALIFICATIONS

This section introduces our firm and general qualifications and experience. Detailed project descriptions, including those for other similar on-call services contracts, are found in **Section C. References, Related Experience and Examples of Work.**

Firm Background

Kittelson & Associates, Inc. (Kittelson) is a transportation planning, engineering, and research consulting firm that has served public agencies and private organizations across the United States for nearly 40 years. Kittelson was founded in 1985 and incorporated in 1988. In 2012, Kittelson merged with Dowling Associates, adding significant experience with California public agencies to the firm's resources. Kittelson currently has a staff of nearly 400 in 26 offices, including four offices in California (Oakland, Sacramento, Orange, and San Diego).

Kittelson brings expertise in traffic operations, signal design, conceptual and final roadway design, travel demand forecasting, emerging mobility/micromobility, connected/ automated vehicle planning and policy, CEQA/ NEPA and VMT analysis, signing and striping plans, parking analysis and planning, multimodal planning, bicycle/ pedestrian planning, transportation safety, transportation demand management (TDM), and grant-writing assistance. The firm has a strong record of successfully managing complex, multidisciplinary teams on projects incorporating stakeholders with diverse perspectives and needs. Kittelson staff are also experienced in presenting to city councils and speaking thoughtfully and sensitively to broader community members about transportation safety, equity, and operations-related issues.

On-Call Contracts

Kittelson brings significant experience in the management and execution of multiple simultaneous task orders under on-call contract structures. Within the last five years, Kittelson has been involved in over 25 on-call contracts providing transportation engineering and planning services to cities and regional agencies in California.

Current and recent on-call contracts held by Kittelson include the following:

- AC Transit Transportation Planning On-Call
- City of Alameda Environmental On-Call
- City of Alameda Transportation Engineering On-Call
- City of Berkeley Transportation Planning On-Call
- City of Concord On-Call
- City of Fremont Transportation Planning On-Call
- City of Hayward Transportation On-Call
- City of Menlo Park On-Call Planning and Design Services
- City of Oakland On-Call Contracts for Planning, Engineering/ITS, Paving
- City of Piedmont Traffic Engineering On-Call
- City of Sacramento Transportation Planning On-Call
- City of Sacramento Traffic Engineering On-Call
- City of Sacramento Traffic Impact Studies On-Call
- City of San Francisco Planning Department Prequalification Bench
- City of San Mateo VMT and Traffic Impact Analysis On-Call
- City of San Leandro CEQA Planning On-Call
- City of South San Francisco Municipal Engineering On-Call
- City/Council Association of Governments for San Mateo Modeling On-Call
- Contra Costa County Transportation Authority Travel Model Update and On-Call
- San Mateo Transportation Authority General Engineering On-Call
- San Francisco County Transportation Authority Planning On-Call
- San Francisco Municipal Transportation Agency As-Needed Environmental and Transportation Engineering/Analysis Services

C. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

This section details Kittelson’s on-call and other relevant project experience in the Bay Area. **Figure 4** below summarizes how this experience aligns with the scope of services presented in the RFP.

Figure 4. Kittelson Project Experience Summary

Services	Projects											
	Alameda Transportation Engr.	Berkeley Transportation Planning	SFMTA As-Needed Services	SFCTA Planning	Alameda CTC Countywide Model	Alameda CTC 2024 CMP	Alameda Tsunami Evacuation Plan	Alameda Estuary Xing: Feas. & Travel Demand	Oakland-Alameda Estuary Xing PID/PSR	OakDOT Planning, Engr./ITS, Paving	Union City Alvarado Niles PT Transit Lanes	Menlo Park Planning & Design
TRANSPORTATION PLANNING												
Transportation Policy Development			■	■			■			■		
CEQA Environmental Studies		■			■		■			■		
Data Collection for All Modes		■	■	■		■				■	■	
Cost Estimates			■	■						■	■	
Public Outreach	■	■	■	■					■	■	■	
Grant Application Preparation	■	■	■							■	■	■
Plan Preparation			■	■						■		
Bicycle Facility Planning and Design	■		■	■				■	■	■	■	■
Greenway Planning and Design										■		
Pedestrian Facility Planning and Design	■	■	■	■				■	■	■		■
Transit/Paratransit Planning, Design, Operations			■	■							■	
Transportation Systems Management/TDM Strategies		■	■	■	■	■		■	■	■		
Traffic Calming Assessment and Design		■	■	■						■		
Parking Surveys			■							■	■	
Parking Permit Program Development			■									
Feasibility Studies			■	■			■	■	■	■	■	
Survey Development and Analysis			■	■				■	■	■		
GPS Data Collection, Inventory Management, GIS Integration			■	■	■	■				■		
TRANSPORTATION ENGINEERING												
Traffic Signal Timing and Coordination			■							■		
Traffic Impact Studies		■	■							■		
Travel Demand Modeling				■	■		■	■	■	■		
Corridor and Intersection Analysis			■	■				■	■	■		
Warrant Studies										■		
Traffic Counts		■	■	■	■	■				■	■	
Parking Studies			■							■	■	
Signing, Marking, Striping Plans			■							■	■	
Roadway, Intersection, Roundabout Design	■		■							■	■	
Technology Comparisons			■			■						
Traffic Operations Analysis, Synchro		■	■	■		■				■		
Countywide Transportation Model Review					■			■	■	■		
Transportation Section Review of EIR		■								■		

City of Alameda Transportation Engineering On-Call Services

Client: City of Alameda
Location: Alameda, CA
Proposed Staff Involved and Roles: Laurence Lewis (Contract Manager); Mike Aronson (PP); Mike Alston (Task Lead); Hermanus Steyn (Senior Advisor); Grace Carsky (Key Staff)
Reference: Gail Payne, City of Alameda, 510-747-6892, gpayne@alamedaca.gov
Type of Work: Public Outreach; Grant Application Preparation; Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design; Roadway Intersection, Roundabout Design
Results/Status: 5 task orders

CLEMENT/TILDEN INTERSECTION ROUNDABOUT

Kittelson worked with the City of Alameda on a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. For the Clement/Tilden intersection, Kittelson developed and evaluated several roundabout concepts based on traffic operations, safety, and engineering feasibility. Kittelson also supported a robust community engagement process led by the City, including online meetings and in-person walk audits with elected officials. Kittelson is also helping the City of Alameda develop grant applications to fund proposed roundabout projects for implementation. Kittelson is developing the construction plans for the project, which includes a roundabout, separated bike/pedestrian path, and a dog park and is anticipated to go to bid in summer 2025.

ALAMEDA CITYWIDE ROUNDABOUT ANALYSIS

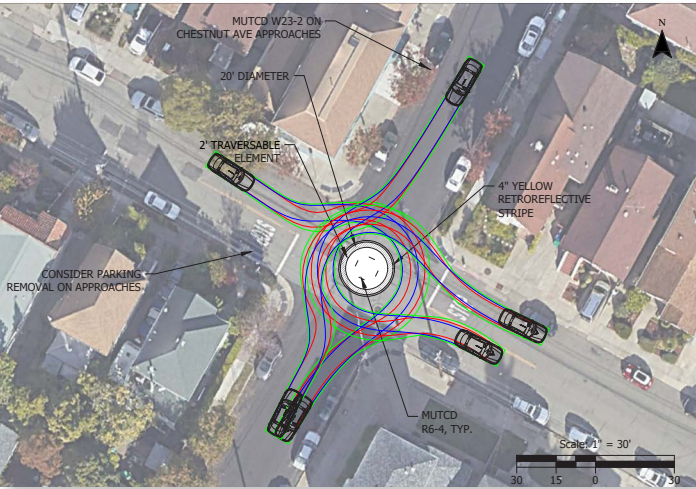
As part of an on-call transportation engineering contract, Kittelson worked with the City of Alameda on a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. The team’s tasks included: review of draft roundabout concept designs and a complete streets design for Central Avenue; a citywide screening analysis for potential roundabout locations; feasibility assessment of 10 likely locations for roundabout construction based on surrounding land use and potential roundabout footprint; identifying resources for best practices related to considering, designing, and implementing neighborhood traffic circles; and evaluating the city’s designated slow streets using best practices and aerial imagery/field work to identify intersections where temporary traffic circles may be appropriate to implement.

ISLAND DRIVE/MECARTNEY ROAD EVALUATION

Kittelson assisted the City with evaluation of a previously documented intersection control evaluation (ICE) and engaged the public on a roundabout concept at the Island Drive/Mecartney Road intersection.

Exhibit A

Passenger vehicle turns (Alameda Citywide Roundabout Analysis)



Mike Alston presenting to a community group on a roundabout project in Alameda



City of Berkeley Transportation Planning Services

Client: City of Berkeley

Location: Berkeley, CA

Proposed Staff Involved and Roles: Amanda Leahy (Contract Manager); Mike Alston, Dhawal Kataria, Jonathan Zisk, Grace Carsky (Key Staff)

Reference: Liza McNulty, City of Berkeley, 510-542-4131, lmcnulty@cityofberkeley.info

Type of Work: CEQA Environmental Studies; Data Collection for All Modes; Cost Estimates; Public Outreach; Grant Application Preparation; Pedestrian Facility Planning and Design; Transportation Systems Management/TDM Strategies; Traffic Calming Assessment and Design; Traffic Impact Studies; Traffic Counts; Traffic Operations Analysis, Synchro; Transportation Section Review of EIR

Results/Status: 10 task orders

Since 2019, Kittelson has been retained by the City of Berkeley to provide on-call services, including:

- Multimodal/complete streets transportation policy and planning
- Traffic engineering
- Project development, funding, and management
- Urban design/streetscape improvements
- Environmental review of transportation plans and projects

Recent projects through this on-call include:

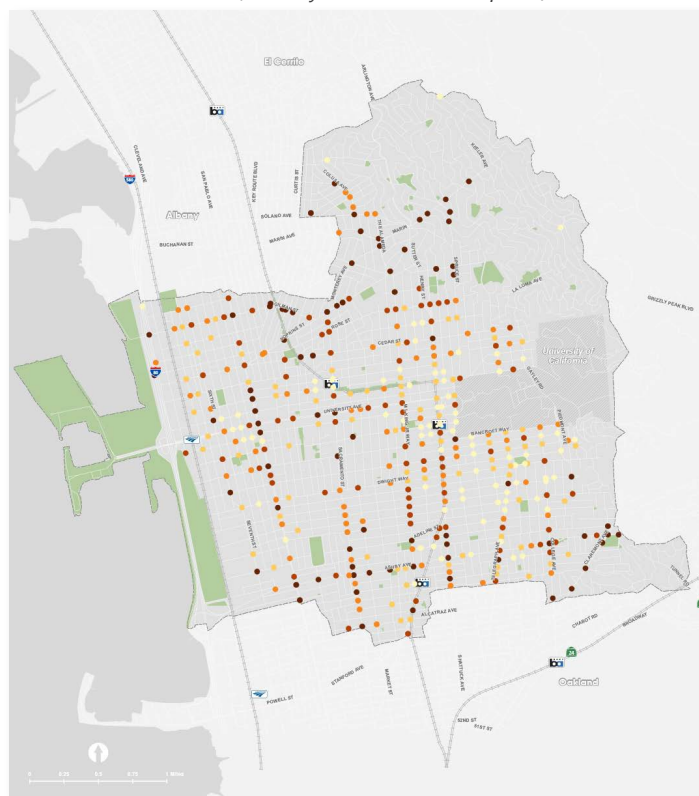
BERKELEY WATERFRONT PARKING AND TDM PLAN

Kittelson is working with the Parks, Recreation, and Waterfront Department to update the parking and transit demand management strategies from the Feasibility Study and Berkeley Marina Area Specific Plan (BMASP) to account for changes at the site since those plans were prepared, to consider new ridership projections from WETA, and to provide technical analyses and materials to support design decisions and environmental review of future ferry service and land use development at the Waterfront.

BERKELEY PEDESTRIAN PLAN UPDATE

As part of an on-call contract, Kittelson worked with the City of Berkeley to update its Pedestrian Master Plan. The plan was adopted in January 2021 and is available on the city's website. Kittelson led the update to Berkeley's Pedestrian Plan. Kittelson's work included conducting existing conditions analysis and mapping, developing project vision and goals, creating design guidelines and standards, developing recommendations for infrastructure and policy and programmatic improvements, prioritizing recommendations, and preparing an implementation strategy. Kittelson also led public outreach and engagement, including project website, social media, in-person events, walk audits, listening sessions with key stakeholders, regular technical advisory committee meetings, and city council presentations.

Pedestrian Collision Rate (Berkeley Pedestrian Plan Update)



BERKELEY HSIP GRANT SUPPORT

Kittelson assisted the City of Berkeley with HSIP Cycle 11 grants to install protected left-turn phases and associated signal hardware at five signalized intersections on the city's high injury corridor. The City submitted the grant application in September 2022. Kittelson's work included conducting technical analysis and safety project development. Kittelson developed all materials needed for the applications.

PEER REVIEW OF UC BERKELEY LONG RANGE DEVELOPMENT PLAN

Kittelson assisted the City of Berkeley by conducting a peer review of the transportation analysis completed for the UC Berkeley Long Range Development Plan.

1500 SAN PABLO AVENUE CONDITIONS OF APPROVAL REVIEW

Kittelson assisted the City of Berkeley by conducting data collection, field visit, and technical analysis to support findings related to the conditions of approval for 1500 San Pablo Avenue. Kittelson developed recommendations and analyzed the project contributions to potential treatments at adjacent intersections and bus stops.

SFMTA As-Needed Services for Transportation Planning, Data Analytics, and Environmental Review

Client: San Francisco Municipal Transportation Authority

Location: San Francisco, CA

Proposed Staff Involved and Roles: Laurence Lewis (Contract Manager, Task Lead); Mike Alston, Amanda Leahy (Task Lead)

Reference: Matt Lasky, SFMTA, 415-646-2265, Matt.Lasky@sfmta.com

Type of Work: Transportation Policy Development; Data Collection for All Modes; Cost Estimates; Public Outreach; Grant Application Preparation; Plan Preparation; Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design; Transit/Paratransit Planning, Design, Operations; Transportation Systems Management/TDM Strategies; Traffic Calming Assessment and Design; Parking Surveys; Parking Permit Program Development; Feasibility Studies; Survey Development and Analysis; GPS Data Collection, Inventory Management, GIS Integration; Traffic Signal Timing and Coordination; Traffic Impact Studies; Corridor and Intersection Analysis; Traffic Counts; Parking Studies; Signing, Marking, Striping Plans; Roadway, Intersection, Roundabout Design; Technology Comparisons; Traffic Operations Analysis, Synchro

Results/Status: On-call contract renewal (2022); 33 task orders

Kittelson was retained by the San Francisco Municipal Transportation Authority (SFMTA) to provide as-needed transportation planning, traffic engineering, data collection, data analytics, and environmental documentation services. To date, Kittelson has received over 30 task orders covering design, planning, data collection, and safety analysis.

Selected task orders include:

- Townsend Corridor Bicycle Enhancements
- 8th/Townsend Intersection Design Improvements
- Safe Streets Evaluation Handbook
- Tour Bus Management Study
- Geary Bus Rapid Transit (BRT) Data Collection
- Glen Park Phase 2 Preliminary Engineering
- 5th Street Streetscape Improvements
- Valencia Street Bikeway Implementation
- Sloat/Skyline Roundabout Peer Review
- Tenderloin High-Injury Network Gap Analysis

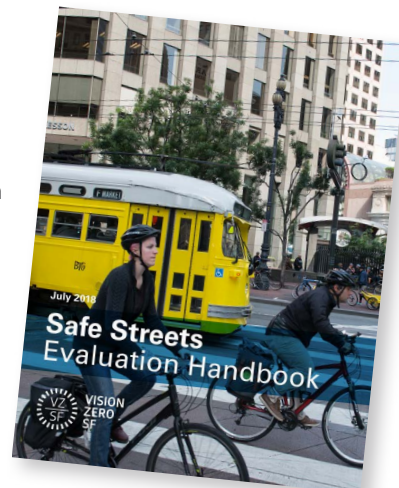
Exhibit A

GEARY BUS RAPID TRANSIT NEAR-TERM DATA COLLECTION

Prior to the implementation phase of the Geary Bus Rapid Transit (BRT) project, Kittelson 1) conducted 24-hour pedestrian counts at selected intersections within the Geary BRT project limit to determine pedestrian volume; 2) conducted an on-board survey to understand the opinions of people who regularly ride the 38 Local and 38 Rapid bus lines about near-term implementation; and 3) collected vehicle turning movement counts at selected intersections to assess motorist compliance with red bus-only lanes over a period of time.

SAFE STREETS EVALUATION PROGRAM DATA COLLECTION

In support of SFMTA's Vision Zero safety improvements, Kittelson developed a project evaluation handbook and data collection standard operating practices with supporting templates and guidance for SFMTA staff. Since the development of the Safe Streets Evaluation Handbook in 2017, Kittelson has supported SFMTA in data collection and for over 20 projects.



TRAFFIC CALMING EVALUATION

Kittelson led a task order to analyze and evaluate more than 100 traffic calming devices installed throughout San Francisco to provide a framework for evaluating traffic calming projects and weighing benefits and tradeoffs. Factors under consideration included speeds, daily volumes, and environmental data related to traffic calming devices through the city (speed humps, speed cushions, rubber speed humps, speed tables, raised crosswalks, and intersection "thumbnail" islands). The evaluation also included development and analysis of a survey of residents who have traffic calming devices on their streets. <https://www.sfmta.com/getting-around/walk/residential-traffic-calming-program>

LIVABLE STREETS PROJECT EVALUATION HANDBOOK

Kittelson identified common performance metrics and critical data, and developed a methodology for evaluating the effectiveness of implemented projects. The task order included testing the methodology by conducting three before-after evaluations for recent multimodal and safety improvement related projects. Since completion of the Handbook in 2018, Kittelson has continued to support SFMTA in the completion of before-after evaluations for more than 20 projects.

OCEAN AVENUE MULTIMODAL SAFETY PROJECT

Kittelson assisted with the development of conceptual designs for the intersection of Ocean Avenue, Geneva Avenue, and Frida Kahlo Way. This complex intersection serves a significant amount of vehicle traffic, several Muni lines, and important walking and bicycling connections. Kittelson developed conceptual designs and cost estimates for near- and long-term concepts to improve safety, accessibility, and comfort for people approaching and traveling through the intersection. Kittelson evaluated alternatives with qualitative and quantitative metrics including multimodal safety, transit priority and reliability, vehicle operations, multimodal accessibility and circulation, and impacts to parking.

SLOW STREETS PROGRAM COMMUNICATIONS AND PERMANENT SLOW STREET PROJECTS PLANNING AND OUTREACH SUPPORT

Kittelson is assisting the SFMTA with the evaluation of existing temporary “Slow Streets” residential streets in San Francisco to determine if there is community support for permanence. If such support exists, each Slow Street will undergo a “path to permanence” process, which entails additional outreach and design, and finally the approval process to maintain the Slow Streets designation and the potential of permanent roadway and traffic circulation changes.

MUNI FORWARD SUPPORT

Kittelson provided staff support for SFMTA’s Muni Forward program, the implementation of Temporary Emergency Transit Lanes (TETLs) in response to the COVID-19 pandemic, and evaluation and legislative support to codify the TETLs as permanent. Kittelson’s services included: 1) transit planning and evaluation support to the Muni Forward and TETL programs, including passenger counts, bus travel time and delay data analysis, report writing, and public-facing evaluation reports; and 2) GIS mapping and graphics creation for SFMTA’s Transit Planning Division.

Example sketch-level concept to share with public (SFMTA Ocean Avenue Multimodal Safety Project)

OCEAN AVENUE SAFETY STUDY

CONCEPT 2 - LONG-TERM IMPROVEMENTS

1

Widen access for ingress and egress

2

Remove existing 29 & 91 bus stop

3

Remove existing driveway to provide continuous sidewalk

4

Mountable curb to separate bicycle and motor vehicle movements and accommodate emergency vehicles

5

Bicycle ramp to roadway and revised lane configuration

6

Reconstruct retaining wall to provide room for 12' shared-use path with 6' separation from vehicle travel lane and 2' buffer on north side. Minimum desired width is shown.

7

Sidewalk

8

Two-way separated bike lane

9

Possible future bike lane

On-Call Transportation Planning and Engineering Services

Page 29

SFCTA Planning On-Call

Client: San Francisco County Transportation Authority
Location: San Francisco, CA
Proposed Staff Involved and Roles: Amanda Leahy (PM); Mike Alston (Deputy PM); Laurence Lewis (PP)
Reference: Aliza Paz, SFCTA, 415-522-4803, aliza.paz@sfcta.org
Type of Work: Transportation Policy Development; Data Collection for All Modes; Cost Estimates; Public Outreach; Plan Preparation; Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design; Transportation Systems Management/TDM Strategies; Traffic Calming Assessment and Design; Feasibility Studies; Survey Development and Analysis; GPS Data Collection, Inventory Management, GIS Integration; Travel Demand Modeling; Corridor and Intersection Analysis; Traffic Counts; Traffic Operations Analysis, Synchro
Results/Status: 2 task orders

SAN FRANCISCO DISTRICT 1 MULTIMODAL TRANSPORTATION STUDY

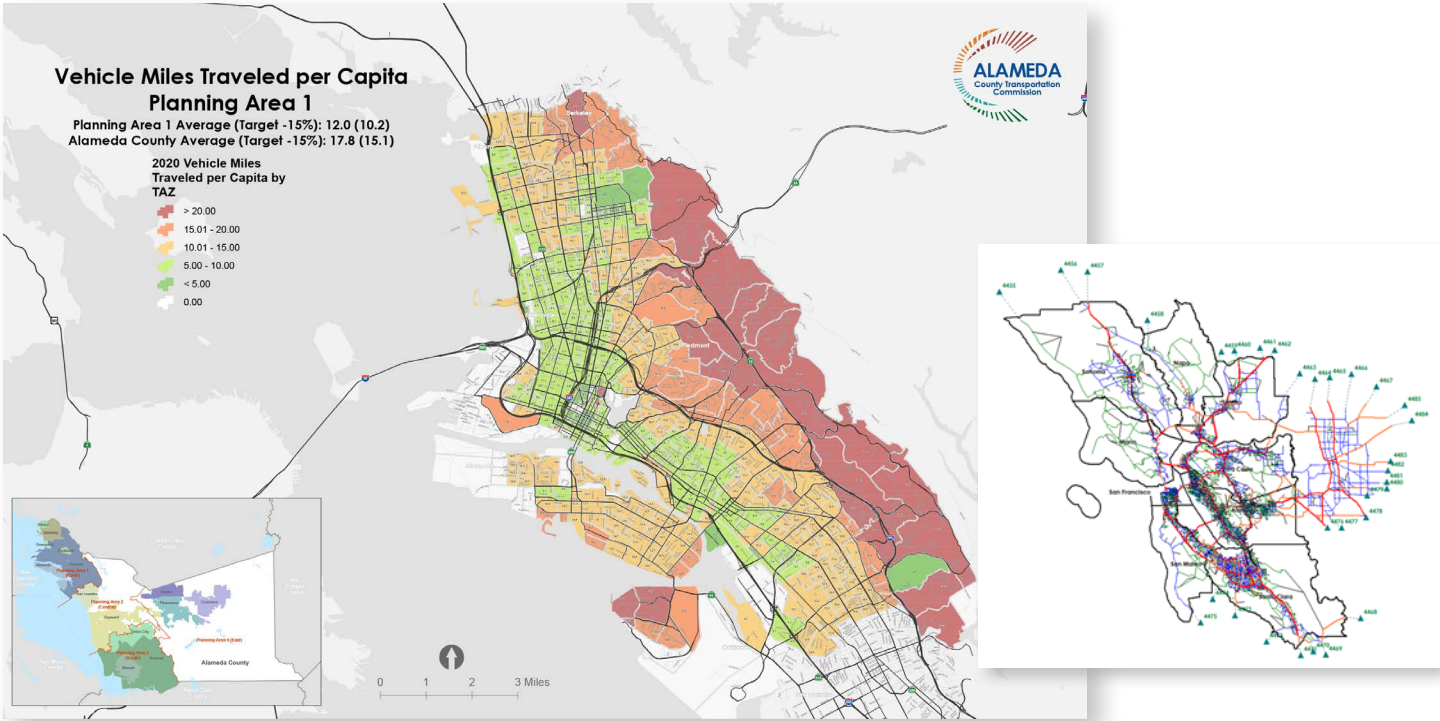
Under an on-call services contract with San Francisco County Transportation Authority (SFCTA), Kittelson is leading a Multimodal Transportation Study for District 1 in San Francisco. The study is intended to engage the community to identify known mobility challenges and develop up to three near- to medium-term concepts to improve transit reliability and pedestrian and bicycle safety. In addition to these strategies, the study will also identify trip patterns and markets for trips within District 1 that have a high potential for mode shift and identify one high-level concept to support mode shift and more sustainable travel for trips that start and end within the district.

Alameda CTC Countywide Model Update/On-Call

Client: Alameda County Transportation Commission
Location: Alameda County, CA
Proposed Staff Involved and Roles: Mike Aronson (Contract Manager)
Reference: Kristen Villanueva, Alameda CTC, 510-208-7457, kvillanueva@alamedactc.org
Type of Work: CEQA Environmental Studies; Transportation Systems Management/TDM Strategies; GPS Data Collection, Inventory Management, GIS Integration; Travel Demand Modeling; Traffic Counts; Countywide Transportation Model Review
Results/Status: 11 task orders

For the Alameda County Transportation Commission (Alameda CTC), Kittelson staff originally developed a new Countywide model in CUBE Voyager software, and updated it through two cycles of regional land use projections. Kittelson also added analysis of ramp metering at freeway interchanges and special procedures for constrained and unconstrained peak hour analysis. In addition, Kittelson staff have provided on-call support to Alameda CTC from 2007 to the present covering requests including CMP support, select links, HOV studies, MTC model conformity, GHG emissions post-processing and truck and bicycle flow validation.

Alameda CTC Countywide Modeling On-Call



Alameda CTC 2024 Multimodal Performance Monitoring Project

Client: Alameda County Transportation Commission
Location: Alameda County, CA
Proposed Staff Involved and Roles: Mike Aronson (PP)
Reference: Shannon McCarthy, Alameda CTC, 510-208-7489, smccarthy@alamedactc.org
Type of Work: Data Collection for All Modes; Transportation Systems Management/TDM Strategies; GPS Data Collection, Inventory Management, GIS Integration; Traffic Counts; Technology Comparisons; Traffic Operations Analysis, Synchro
Results/Status: Final report draft underway

Kittelson is leading the 2024 Multimodal Performance Monitoring Project for the Alameda County Transportation Commission (Alameda CTC). The Multimodal Performance Monitoring provides a biennial update on the operations of roads, transit services, and active transportation facilities in Alameda County. The Kittelson team is providing detailed data analysis of multiple data sources including INRIX travel time data for roads, automated vehicle location (AVL) and automated passenger counts (APC) for transit and video surveys for bicycle and pedestrian activities. For the 2024 update, Kittelson is updating and carefully documenting procedures to account for collisions, school holidays and special events which can affect transportation system performance. Alameda CTC prioritizes clear and effective communication of results and Kittelson is working closely with the team to provide informative key findings and well-designed graphics to illustrate the state of the transportation system.

City of Alameda Tsunami Evacuation Plan

Client: City of Alameda
Location: Alameda, CA
Proposed Staff Involved and Roles: Grace Carsky (Task Lead); Mike Aronson (PP); Laurence Lewis (Key Staff)
Reference: Gail Payne, City of Alameda, 510-747-6892, gpayne@alamedaca.gov
Type of Work: Transportation Policy Development; Data Collection for All Modes; Feasibility Studies; Travel Demand Modeling
Results/Status: Tool and user guide complete in 2023

Kittelson led the development of the City’s Tsunami Evacuation Plan element of the Climate Adaptation and Hazard Mitigation Plan (Plan). The Plan works in conjunction with other plans, such as the City’s Climate Action and Resiliency Plan (CARP), General Plan, and Emergency Management Plan. Kittelson developed draft and final methodology, and an evacuation planning tool incorporating feedback from the City. The goals for the tool were to: evaluate and estimate people/ vehicles evacuating during different tsunami and land use scenarios, estimate time re-quired to evacuate during different tsunami events, understand how changes in capacity at different access points to Alameda impact evacuation time, and understand how evacuation behavior impacts evacuation time (e.g., where people choose to leave Alameda and whether they choose to drive).

Alameda CTC Alameda-Oakland Estuary Crossing: Feasibility and Travel Demand Analysis

Client: Alameda County Transportation Commission
Location: Alameda & Oakland, CA
Proposed Staff Involved and Roles: Amanda Leahy (PM); Mike Aronson (PP)
Reference: Aleida Andrino-Chavez, Alameda CTC, 510-208-7480, aandrino-chavez@alamedactc.org
Type of Work: Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design; Transportation Systems Management/TDM Strategies; Feasibility Studies; Survey Development and Analysis; Travel Demand Modeling; Corridor and Intersection Analysis; Countywide Transportation Model Review
Results/Status: Study https://www.alamedaca.gov/files/content/public/v/312/departments/planning-building-and-transportation/transportation/estuary-crossing-report_20210125.pdf

Kittelson worked with the Alameda County Transportation Commission (Alameda CTC) on a project to improve access for alternative modes between the cities of Oakland and Alameda, which are separated by the Oakland Estuary. This had long been a critical issue due to constrained vehicle access through the Webster Street and Posey "tubes" (underwater tunnels) that connect Alameda with Oakland's Chinatown and Downtown areas. Kittelson provided a tool and forecasts for potential new crossings of the estuary, including a bicycle/pedestrian bridge, a new tunnel, and ferry service. Kittelson's evaluation was based on "big data" origin-destination patterns from StreetLight, household interviews, bicycle and pedestrian counts, and factors derived from regional travel modeling.

Exhibit A

City of Alameda Oakland-Alameda Estuary Crossing PID/PSR

Client: City of Alameda
Location: Alameda & Oakland, CA
Proposed Staff Involved and Roles: Amanda Leahy (PM); Mike Aronson (PP)
Reference: Rochelle Wheeler, City of Alameda, 510-747-7442, RWheeler@alamedaCA.gov
Type of Work: Public Outreach; Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design; Transportation Systems Management/TDM Strategies; Feasibility Studies; Survey Development and Analysis; Travel Demand Modeling; Corridor and Intersection Analysis; Countywide Transportation Model Review
Results/Status: Final report completed in 2024

Kittelson was a subconsultant supporting the Oakland Alameda Estuary Bicycle and Pedestrian Crossing Project Initiation Document/Study Report (PID/PSR). Kittelson's work included conducting the multimodal analysis and bicycle and pedestrian demand modeling to support the evaluation of alternatives and development of the preferred alternative. Kittelson conducted demographic analysis, demand forecasting, network evaluation, and supported community and agency partner engagement at technical advisory committees and community workshops.

OakDOT On-Call Contracts - Planning, Engineering/ITS, Paving

Client: City of Oakland Department of Transportation

Location: Oakland, CA

Proposed Staff Involved and Roles: Laurence Lewis, Mike Alston, Amanda Leahy, Mingmin Liu, Mike Aronson

Reference: Charlie Ream, City of Oakland, 510-365-3596, cream@oaklandca.gov

Type of Work: Transportation Policy Development; CEQA Environmental Studies; Data Collection for All Modes; Cost Estimates; Public Outreach; Grant Application Preparation; Plan Preparation; Bicycle Facility Planning and Design; Greenway Planning and Design; Pedestrian Facility Planning and Design; Transportation Systems Management/TDM Strategies; Traffic Calming Assessment and Design; Parking Surveys; Feasibility Studies; Survey Development and Analysis; GPS Data Collection, Inventory Management, GIS Integration; Traffic Signal Timing and Coordination; Traffic Impact Studies; Travel Demand Modeling; Corridor and Intersection Analysis; Warrant Studies; Traffic Counts; Parking Studies; Signing, Marking, Striping Plans; Roadway, Intersection, Roundabout Design; Traffic Operations Analysis, Synchro; Countywide Transportation Model Review; Transportation Section Review of EIR

Results/Status: 8 task orders (TIS Peer Review), 5 task orders (Planning), 7 task orders (Engineering/ITS)

As part of ongoing on-call contracts since 2003 for transportation planning and traffic engineering services for the City of Oakland, Kittelson staff have completed numerous task orders involving: complete streets planning; bicycle/pedestrian planning; streets and intersection (geometric) design improvements; transportation impact analyses, warrant studies, feasibility studies, and modeling; private project development review; CEQA/NEPA analysis; data collection and analysis; signing and striping plans; parking analysis; and assistance with fund tracking and grant applications.

West Grand Avenue Road Diet Feasibility Study



Exhibit A

Task orders completed under these contracts include:

- Grand Avenue Road Diet Feasibility Study, Before Study, Implementation, and After Study
- Foothill Blvd Pedestrian Safety Study
- Chinatown Complete Streets Plan
- Telegraph Ave Bike Lanes Before/After Evaluation
- Pedestrian Safety Strategy and Master Plan Update
- West Grand Ave Road Diet Feasibility Study
- Bicyclist Level of Traffic Stress on Oakland Streets
- High Street/Courtland Avenue/Ygnacio Avenue Intersection Improvements
- Park Boulevard Improvements and 35% Design Plans
- Lakeside Green Streets Improvements
- Latham Square Pilot Project and Design
- Upper Broadway Road Diet Before/After Study
- Multimodal Count Program
- Clay Street Bike Plan
- Active transportation grant application preparation (multiple funding cycles)
- Transportation reviews for private developments
- CIP project applications

GRAND AVENUE ROAD DIET

Kittelson evaluated the feasibility and multimodal impacts of converting Grand Avenue from Elwood Avenue to Jean Street from a four-lane undivided roadway with on-street parking to a three-lane roadway with Class II bike lanes. Kittelson conducted technical analysis, identified changes to the proposed configuration, developed plans for implementation, documented findings, and helped conduct public outreach. Kittelson has conducted similar studies for Oakland including the Upper Broadway Road Diet.

OAKDOT STOP SIGN WARRANT ANALYSIS

Reference: Mandana Ashti, Transportation Engineer, City of Oakland, 510-238-6602

Kittelson conducted stop warrant analysis for all two-way stop controlled (TWSC) intersections along E 18th Street between 5th Avenue and 14th Avenue to select intersection best suited to all-way stop control. The project also included a stop warrant analysis for the northbound Adeline Street approach at 61st Street. The goal of the project was to identify locations where the safety and operation of the intersection will improve with all-way stops.

Union City Alvarado Niles Part Time Transit Lanes

Client: City of Union City
Location: Union City, CA
Proposed Staff Involved and Roles: Laurence Lewis (PM); Sravya Kamalapuram, Jonathan Zisk (Key Staff)
Reference: Marilou Ayupan, City of Union City, MarilouA@UnionCity.org
Type of Work: Data Collection for All Modes; Cost Estimates; Public Outreach; Grant Application Preparation; Plan Preparation; Bicycle Facility Planning and Design; Transit/Paratransit Planning, Design, Operations; Parking Surveys; Feasibility Studies; Traffic Counts; Parking Studies; Signing, Marking, Striping Plans; Roadway, Intersection, Roundabout Design
Results/Status: Project initiated late 2024

Kittelson is leading a project team supporting Union City in the planning, design, and implementation of a part-time bus lane on Alvarado Niles Road. This transit priority corridor connects Union Landing Transit Center to the Union City BART Station and serves the students at James Logan High School and Cesar Chavez Middle School. The bus lane is intended to improve transit travel times and support increased ridership for the Union City Transit and AC Transit routes operating along the corridor. Kittelson tasks for the first phase of work include existing conditions analyses for transit, bike, and auto conditions; alternatives analysis and concept design for signage and striping improvements; stakeholder coordination and agency presentations.

Exhibit A

City of Menlo Park On-Call Planning and Design Services

Client: City of Menlo Park
Location: Menlo Park, CA
Proposed Staff Involved and Roles: Laurence Lewis (PP); Amanda Leahy (PM; Task Lead), Grace Carsky (Task Lead); Sravya Kamalapuram (Key Staff)
Reference: Kristiann Choy, City of Menlo Park, 650-330-6772, kmchoy@menlopark.gov
Type of Work: Grant Application Preparation; Bicycle Facility Planning and Design; Pedestrian Facility Planning and Design
Results/Status: One task order

MENLO PARK MIDDLE AVENUE CALTRAIN CROSSING SS4A/ATIIP GRANT ASSISTANCE

Under an on-call contract with the City of Menlo Park, Kittelson is working with the City to support the development of an Active Transportation Infrastructure Investment (ATIIP) and Safe Streets for All (SS4A) grant application for the Middle Avenue Caltrain Crossing project. Currently, Caltrain railroad tracks separate pedestrians and bicyclists from accessing amenities in downtown Menlo Park. The project will connect Menlo Park community members on both sides of the Caltrain tracks to city amenities, schools, public transit, and the downtown via a pedestrian and bicycle undercrossing. For the ATIIP application, Kittelson is preparing the standard forms for construction grants; preparing a detailed narrative with exhibits to describe the proposed project, its budget and schedule, and how it meets the merit criteria; and developing the application for submission. Kittelson is also providing similar assistance to the City in preparing and developing an SS4A application.

APPENDIX A

ALAMEDA CTC LOCAL BUSINESS CONTRACT EQUITY PROGRAM CERTIFICATION



1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

January 26, 2024

Mr. Larry Van Dyke
Kittelson & Associates, Inc.
155 Grand Ave., Suite 505
Oakland, CA 94612

**RE: Alameda County Transportation Commission Local Business Contract Equity Program
Certification #KIT20240126-01**

Dear Mr. Van Dyke:

CONGRATULATIONS! After careful review of your application, we have determined that your company meets the criteria under the Alameda County Transportation Commission (Alameda CTC) Local Business Contract Equity (LBCE) Program. Your firm is now certified with Alameda CTC and is eligible to meet LBCE Program participation goals subject to the terms and conditions identified below:

Certification Number:	#KIT20240126-01
Certification Category:	☒ Local Business Enterprise ☐ Small Local Business Enterprise ☐ Very Small Local Business Enterprise
Issue Date:	January 26, 2024
Expiration Date:	January 31, 2026

You must promptly notify Alameda CTC of any change in circumstances affecting your company's ability to meet size, certification status, ownership, or control requirements, or any material change in the information provided in your application form, within the two-year certification period. Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Should you have any questions or require additional information, please feel free to contact the Certification Team at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seung Cho".

Seung Cho
Director of Procurement and Information Technology



**KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE**

Effective July 1, 2025

The current billing rates for Kittelison & Associates, Inc., staff are valid through June 30, 2026:

Staff	Billing Rate
Senior Principal Engineer/Planner	\$345
<i>Mike Aronson</i>	
<i>Lewis Laurence</i>	
<i>Hermanus Steyn</i>	
Principal Engineer/Planner	\$305
Associate Engineer/Planner	\$260
<i>Amanda Leahy</i>	
Senior Engineer/Planner	\$225
<i>Michael Alston</i>	
<i>Dhawal Kataria</i>	
Engineer/Planner	\$195
<i>Grace Carsky</i>	
<i>Mingmin Liu</i>	
Transportation Analyst	\$175
<i>Sravya Kamalapuram</i>	
<i>Jonathan Zisk</i>	
Principal Data Scientist/Developer	\$280
Senior Data Scientist/Developer	\$250
Data Scientist/Developer	\$230
Data Analyst/Software Developer	\$175
Software Technician	\$130
Associate Technician	\$200
Senior Technician	\$185
Technician II	\$160
Technician I	\$135
Office Support	\$115
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED Kittelson & Associates, Inc. 225 E Robinson St Ste 355 Orlando FL 32801-4326	KITTASS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Insurance Company	22292
INSURER B : Allmerica Financial Benefit Ins Co	41840
INSURER C : XL Specialty Insurance Company	37885
INSURER D : The Hanover American Insurance Company	36064
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 148087464**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZZ2D78128006	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AW2D78128707	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UH2D78128107	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WM2D78128906	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Incl. Pollution			DPR5038158	1/1/2025	1/1/2026	Per Claim \$5,000,000 Aggregate \$10,000,000

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

RE: KAI PN 28076 - Alameda Complete Streets Engineering (City of Alameda On-Call).

Initial

Le

5/19/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda; Public Works Department
 Alameda Point, Building 1
 950 West Mall Square, Room 110
 Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

Additional Insured if Required by Contract

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

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

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

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

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

Primary and Non-Contributory

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

DESIGNATED INSURED

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

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

Endorsement Effective:	Countersigned By: _____ (Authorized Representative)
Named Insured:	

Name of Person(s) or Organization(s):
BLANKET ADDITIONAL INSURED PER
WRITTEN AGREEMENT, CONTRACT OR
PERMIT

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured 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, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph **a.** above are replaced by the words "arising out of".

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

- (1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

- (1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

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

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

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

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

This exclusion applies even if the claims against any insured allege negligence or

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

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

1. Required by the written contract, agreement or permit described in paragraph **A.a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

- (b) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self insured amounts under all that other insurance.

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

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WM2D78128906

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WM2 D781289 _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____

Authorized Representative

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

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

Schedule

AZ, DE, DC, FL, GA, ID, IL, IN, KS, MD, MA, MO, NY, NC, OR,

PA, TN, VA, WI

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WM2 D781289
Insurance Company

Endorsement No.

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ **Specific Waiver**

Name of person or organization

☐ **Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. **Operations: ALL TEXAS OPERATIONS**

3. **Premium:**

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. **Advance Premium:**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WM2 D781289

Endorsement No.
Premium

Insurance Company

Countersigned by _____