

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2023 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”) and PARAMETRIX, INC., a Washington corporation, whose address is 1019 39th Avenue SE, Suite 100, Puyallup, Washington, 98374 (the “**Provider**”), with 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: Transportation engineering to improve the safety and operations of the Lincoln Avenue/Marshall Way/Pacific Avenue (Lincoln/Marshall/Pacific) corridor. On December 19, 2019, City staff issued a Request for Qualifications (RFQ) for on-call transportation services, and after a submittal period of 42 days received 19 responses. Staff reviewed the qualifications, created a list of 13 consultants, and selected the service provider that best meets the City’s needs from the list. Parisi Transportation Consulting, Inc. was one of the selected firms, and also was selected to develop the design concept for the Lincoln/Marshall/Pacific corridor. As of March 1, 2023, Parisi Transportation Consulting, Inc. joined Parametrix, Inc. This next design phase of the Lincoln/Marshall/Pacific corridor exceeds the cap on the amount for the on-call transportation consulting services. This Agreement allows for the design work on the Lincoln/Marshall/Pacific project to be separate and exceed the cap limit of the on-call transportation services, and is with the new company as the Provider.
- C. Provider is specially trained, experienced and competent to perform the special transportation engineering services, which will be required by this Agreement.
- D. The City and Provider desire to enter into an agreement for transportation engineering services for the Lincoln/Marshall/Pacific corridor, 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 on the ____ day of _____ 2023, and shall terminate on the 30th day of June, 2027, 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.

b. The total compensation for this Agreement shall not exceed \$1,000,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Time is a material consideration in the performance of all work by the Provider under this Agreement. The Provider shall complete its work and services within the agreed upon schedule.

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by 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.

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. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). 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 |
|------------------------|-----------------------------|

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:

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.

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. 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**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of 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.

c. 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
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Gail Payne
Email: gpayne@alamedaca.gov
Ph: (510) 747-6892

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

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
ATTENTION: David Parisi, Principal Consultant, PE, TE
Ph: 510-343-6400 – Email: DParisi@parametrix.com

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

City of Alameda
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Gail Payne
Email: gpayne@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 of 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.

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 30, 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. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that 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.

29. 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.

30. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

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

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

(2) Selection for training, including interns and apprentices.

A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be

denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted

activities and programs and are implemented through the regulations at 24 C.F.R. 8.

- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

31. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

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

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

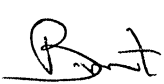

PARAMETRIX, INC.
A Washington Corporation,

CITY OF ALAMEDA
A Municipal Corporation

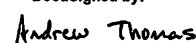
DocuSigned by:


NAME David Pennington
TITLE Vice President

Jennifer Ott
City Manager


 
NAME Brent Diemer
TITLE CFO

RECOMMENDED FOR APPROVAL

DocuSigned by:


Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2023

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 | | CONTACT NAME: Jennifer Aguirre PHONE (A/C, No, Ext): (510) 465-3090 E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com | | FAX (A/C, No): |
| INSURED Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600 | | License#: 6003745 PARAINC-01 | | INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: National Fire Insurance of Hartford INSURER E: Continental Casualty Company INSURER F: |
| | | NAIC # 20508 35289 37885 20478 20443 | | |

COVERAGES

CERTIFICATE NUMBER: 1182924213

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL | Y | Y | 6050531366 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 6050531352 | 11/1/2022 | 11/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 6050531433 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ |
| E | 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 | Y | 6050531383 6050531402 | 11/1/2022 11/1/2022 | 11/1/2023 11/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP 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 Claims Made Pollution Liability Included | | | DPR5003740 | 11/1/2022 | 11/1/2023 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Retroactive Date 01/01/1969 |

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

PMX Project Number/Name: #474-8939-003 / Lincoln/Marshall/Pacific Corridor --

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

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

 City of Alameda
 Attn: Risk Manager
 2263 Santa Clara Ave.
 Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

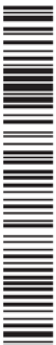
Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15





CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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

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

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15

**CNA PARAMOUNT**

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

This endorsement modifies insurance provided under the following:

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

| SCHEDULE |
|---|
| Name Of Person Or Organization: |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

10020006660505313664450

CNA75008XX (10-16)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 17


CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE
A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

Form No: CNA63359XX (04-2012)
 Page: 1 of 4

Policy No: 6050531352
 Policy Effective Date:
 11/01/2022

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606


C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE
A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

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

E. Airbag Coverage

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

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


F. Electronic Equipment

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

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

G. Diminution In Value

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

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

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

III. Drive Other Car Coverage – Executive Officers

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

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

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

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

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

IV. BUSINESS AUTO CONDITIONS
A. Duties In The Event Of Accident, Claim, Suit Or Loss

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



Business Auto Policy Policy Endorsement

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

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

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

B. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

C. Concealment, Misrepresentation or Fraud

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

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

D. Other Insurance

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

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

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

E. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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

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

Policy No: 6 50531402

Endorsement No: 3; Page: 1 of 1

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

Chicago, IL 60604



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

**LINCOLN AVENUE/MARSHALL WAY/PACIFIC AVENUE
SAFETY IMPROVEMENT PROJECT, 65% CONSTRUCTION DOCUMENTS
SCOPE OF WORK**

The Lincoln Avenue corridor in the City of Alameda, California, measures a total of 3.1 miles and includes, from west to east, Pacific Avenue from Main Street/Central Avenue to Marshall Way; Marshall Way from Pacific Avenue to Fifth Street/Lincoln Avenue, and Lincoln Avenue from Fifth Street and Broadway. The Lincoln Avenue corridor project currently has a conceptual plan drawing for the full project extents developed by Parisi Transportation Consulting, a division of Parametrix. The conceptual plan includes the following elements and is provided as Appendix A:

- A modified cross-section to provide a “road diet” by reducing the number of through lanes from four to two, adding a center two-way left-turn lane, and including bikeway facilities as either buffered bike lanes (Class II bikeways) or separated bikeways (Class IV bikeways) with new roadway striping, pavement markings, and traffic control signs.
- One single lane roundabout and one neighborhood traffic circle. A third modern roundabout on the west project limit at Central Avenue will be developed as part of another project.
- Major intersection reconfigurations at up to 2 locations, Wilma Chan Way / Eighth Street and Pacific Avenue / Marshall Way.
- Minor intersection reconfigurations to add new marked crosswalks and corner curb reductions at approximately 21 intersections.
- New curb ramps or bulb-outs at up to 10 intersections totaling to approximately 40 civil features.
- Stormwater catchment features and/or landscaped areas at up to 12 intersections and planted medians for up to 18 trees.
- Traffic signal modifications at up to 9 locations, Pedestrian Hybrid Beacon crossings at up to 3 locations, and Rectangular Rapid Flash Beacon crossings at up to 4 locations,

The following scope of work to be performed by Parametrix summarizes tasks to develop 65 percent construction documents for the Lincoln Avenue corridor. All work products will conform to the latest standards contained in the CA MUTCD, Caltrans Standard Plans, Caltrans Design Information Bulletins, City standards plans, and other applicable standards. Environmental clearance for the project is assumed as the City of Alameda’s responsibility.

TASK 1: PROJECT MANAGEMENT, SITE VISIT AND MEETINGS

Parametrix will attend a kick-off meeting and a site visit with City staff to review the project objectives, opportunities and constraints, schedule and deliverables. The proposed budget includes attendance and participation at up to 12 monthly coordination meetings. Parametrix will track project progress, decisions, and next steps using an online project summary that will be shared with City staff; the online project summary will also be used as regular meeting agendas. Parametrix will provide project updates as monthly progress reports and invoices.

Task 1 Deliverables:

- One online project kick-off meeting
- Online monthly project coordination meetings
- Monthly progress reports and invoices

TASK 2: PRELIMINARY (35%) DESIGN

Parametrix will lay out the entire Lincoln Avenue corridor at 1" = 20' scale on 22" x 34" plan sheets, equivalent to a 1" = 40' scale layout on 11" x 17" plan sheets. Each sheet will provide one panel to leave room for project notes and details. The 3.1-mile corridor equates to 28 layout sheets. Parametrix will use the conceptual plan's aerial photo base for this phase of the project. Right of way will be assumed as the back of existing sidewalk.

2.1 Civil layout plans. The civil layout plans will present the full study corridor and add civil construction notes and horizontal dimensions. The plans will identify areas with proposed excavation, grading, and/or stormwater drainage modifications; these areas will be included in the next design phase (90%) for utility marking, topographic survey, and detailed civil design. The plans will identify areas showing need for pavement repair as identified by the City. Construction notes will cite City or State standard details where applicable. Construction details will be provided in subsequent design submittals.

2.2 Striping and signage plans. The 28-sheet striping and signage plans will present the full study corridor and add striping construction notes and horizontal dimensions. The layout sheets will include existing traffic control signs, above ground traffic signal equipment; proposed vehicle and bicycle travel lanes; parking areas; bus stops; crosswalks; hybrid and flashing beacons; and other proposed traffic control and traffic calming features.

Sheets will include typical cross-sections with lane and parking dimensions where applicable. Construction notes will cite City or State standard details where applicable. Construction details will be provided in subsequent design submittals.

2.3 Turning path model. Parametrix will test all corners where there are proposed corner modifications. The City will identify the appropriate Design Vehicle (frequently present) and Control Vehicle (occasionally present) for typical intersection typologies, i.e., at local, collector and arterial streets. Vehicle turn paths will be modeled using AutoCAD Vehicle Tracking software to identify the necessary corner radii and allowable space to install intersection features. The

model results will be incorporated into the 35% preliminary design and the model outputs will be submitted as an appendix to the 35% plan set.

2.4 Preliminary Engineering Cost Estimate.

The 35% preliminary design level cost estimate will be based on approximate quantities for paving, striping, signage, and landscaping. Costs for civil features like curb ramps, bulb-outs, median islands, driveways, stormwater drainage, and utility relocations will be estimated on a “per each” basis. Traffic control features (e.g., signals, hybrid beacons, will be estimated on a “per intersection” basis.

Task 2 Deliverables:

- Preliminary (35%) design plan set with:
- Cover sheet, index of sheets, and draft general notes, 3 sheets
- Civil layout, 28 sheets
- Pavement delineation and signage, 28 sheets
- Vehicle turning path model exhibits for up to 25 intersections
- Preliminary engineering cost estimate

TASK 3: TECHNICAL STUDIES

Parametrix will prepare technical studies related to travel demand, intersection operations, and street lighting for the project study corridor.

3.1 Lighting models. Parametrix will research the existing luminaire placement, height, and rated brightness through as-built records provided by the City. A site walk with City staff will be performed to confirm the existing street lighting poles, luminaires, and service connection details for each light. With the City’s assistance, an assessment will be made of the potential for upgrading existing luminaires to brighter LED luminaires, if needed, and the potential for alternative technologies to provide supplemental lighting, e.g., solar LED lights.

Based on the findings of the site walk, Parametrix will develop a lighting model using Visual Lighting 2020 software to estimate existing lighting levels at intersections with existing traffic signals, at uncontrolled intersections with existing or proposed marked crosswalks, and at midblock locations. The modeled lighting levels will be verified against Caltrans standards for local intersections and roadways based on the average lighting (E_{avg}) and maximum lighting ratio (E_{avg}/E_{min}) standards.

Parametrix will confirm the model calibration with one nighttime lighting level sample at up to four intersections and six midblock locations. The lighting level model outputs will be provided as a summary table and heat map overlaid on the corridor layout plan. Roadway segments and intersections not meeting the Caltrans standard will be identified for further lighting improvements, initially as luminaire upgrades to brighter equipment and with new supplemental lights as needed. The findings of the lighting study will be incorporated into the detailed design phase.

3.2 Intersection operations models. Parametrix will compile recent multimodal peak hour traffic counts collected by the City and traffic signal timing cards for existing signalized intersections on

the Lincoln Avenue corridor. An existing conditions intersection model in Synchro 11 software (Cubic/Trafficware) will be prepared to estimate multimodal delay under existing conditions and with proposed lane, signal phasing, and signal timing changes. Intersections with high forecasted peak hour delay will be identified for further observation or adjustments.

New peak hour multimodal traffic counts collected by Parametrix will be subject to additional cost.

3.3 Travel demand model results summary. Parametrix will prepare a technical memorandum summarizing the methodologies used and the results of the City's travel demand modeling, with a focus on the Lincoln Avenue/Marshall Way/Pacific Avenue corridor. Parametrix will consult with Kittelson Associates, developer of the model, to review model inputs and outputs, and weekday peak hour traffic projections. The memorandum will also review citywide trends based on model assumptions and results.

3.4 Roundabout peer review. Parametrix will provide preliminary design details for the Lincoln Avenue/Fifth Street intersection roundabout to Kittelson Associates. Kittelson will offer a peer review of the intersection design, the results of which will be incorporated into the 65% design plans.

Task 3 Deliverables:

- Technical memo summarizing existing intersection and roadway lighting.
- Intersection models in Synchro 11 software.
- Technical memo summarizing travel demand model results
- Roundabout design peer review

TASK 4: PUBLIC MEETINGS

Parametrix will support of City staff at the following public meetings.

4.1 Stakeholder meetings. Parametrix will prepare for and participate in up to four stakeholder group meetings to review and discuss potential design and operational parameters along specific roadway segments. Stakeholders may include, but not be limited to, The Academy of Alameda, Love Elementary School, business groups, Alameda Free Library, etc. Parametrix will prepare meeting materials and present at each meeting. The meeting venue, meeting logistics, prints, translation services, and other supplemental meeting services shall be coordinated and provided by the City.

4.2 Transportation Commission meeting. Parametrix will prepare for and participate in a briefing to the Transportation Commission. The briefing will include an update on the project development, including the 35% plans, as well as additional information including a review of the travel demand model results summary.

Task 4 Deliverables:

- Preparation and presentation at up to four stakeholder meetings
- Preparation and presentation to Transportation Commission

TASK 5: 65% PLANS, SPECIFICATIONS AND ESTIMATE

5.1 Topographic Survey. UNICO will perform detailed (non-aerial) topographic surveying and base mapping derived from the established horizontal and vertical control as part of a previous preliminary study of the corridor. The topographic survey will focus on twenty-three (23) separate locations along the corridor. The limits of survey (provided by Parametrix) will cover a box or strip along the roadway or intersections at each of the 23 sites. Within these limits, UNICO will locate curbs, gutters, lip of gutter, pavement grade breaks, striping, cross walks, pavement crown, and quarter crown along the project limits. UNICO will survey all visible above ground utilities within the limits such as vaults, valves, inlets, manholes, lids, sanitary sewer, gas, electric, telecommunication, and other visible utilities. All topography will be mapped into an AutoCAD base file to include planimetrics, contours, 3D surface and points files.

UNICO will set durable control points derived from the California State Plane Coordinate System NAD83 and NAVD88 datums, for utilization of surveys and construction control.

5.1 Civil design plans. The civil layout plans will be updated in the 65% submittal to reflect City comments received at prior project phases. The civil details will present the demolition extents, horizontal and vertical layout, flowline profiles, and storm drain connection details where needed, for up to 37 curb ramps, four bus islands or bus bulbs, green street treatments at 12 intersections, 11 raised medians, and seven sidewalk and/or driveway modifications. The civil details will cite applicable City and State standards where applicable and provide custom details where needed.

5.2 Striping and signage plans. The striping design will be updated in the 65% submittal to reflect City comments received at prior project phases. The plans will provide quick build corner bulb details that include with design for striping, color treatment, mountable curbs, and vertical posts. The plans will provide striping and marking details where not addressed by a City or State standard plan. Striping quantities will be indicated on each sheet as callouts and summarized in a striping schedule.

Traffic signage design will update existing traffic control signs where necessary to reflect the new roadway design. The signage design will include four wireless solar rectangular rapid flash systems. The plans will provide custom sign mockups when not covered by a CA MUTCD standard sign. Sign and pole quantities will be summarized in a signage schedule.

5.3 Landscaping plans. The landscaping plans will provide 18 enlarged planting layout sheets at 1" = 8' scale for areas identified for green street or stormwater capture features and two sheets with planting and soil preparation details. The plans will present the approximate footprint of each plant to ensure adequate coverage and to allow accurate quantity takeoffs. This work scope assumes no irrigation design; this work may be added as an optional task.

5.4 Electrical (traffic signal and pedestrian hybrid beacon) plans. Parametrix will develop electrical plans for nine existing traffic signals and two new pedestrian hybrid beacons, two sheets for each location totaling to 22 design sheets and two detail sheets. The first plan sheet will reflect elements of the existing traffic signal system to be maintained or upgraded or new equipment for the hybrid

beacons; these may include signal controller cabinets, service cabinets, signal mast arm poles, signal poles, lighting standards, updated video detection equipment, conduits, conductors, and service connections. The design will take care to avoid conflicts with the existing overhead utility lines present along the study corridor. The second sheet will provide the conductor schedule, equipment schedule, construction notes, and construction details. This work scope assumes no signal interconnection work, this work may be provided as an optional task.

5.5 Roadway lighting plans. Parametrix will develop street lighting plans at 1" = 20' scale on a 22" x 34" plan sheet with 2 panels per sheet (14 layout sheets) and two detail sheets (16 total sheets). The street lighting plans will indicate the location of existing and proposed streetlights, locations with new or modified luminaire heads, and construction details for new equipment. New service connections, if needed, will be assumed as above-ground connections to match existing conditions. Utility undergrounding is not within this proposed scope of work.

5.6 Technical specifications. Parametrix will develop preliminary technical specifications for all bid items identified in the design plan. The specifications will follow City and State standard specifications for materials, execution, and payment quantities. Project special provisions are assumed to be the responsibility of the City.

5.7 Draft cost estimate. The draft cost estimates will be based on quantity takeoffs for the bid items identified in the 65% plans. Costs for civil features like curb ramps, bulb-outs, median islands, driveways, stormwater drainage, and utility relocations will be estimated for standard units as dictated by City or State standards. Signals and hybrid beacon systems will be estimated on a "per intersection" basis but will include detailed quantity takeoffs for the signal components.

Stormwater pollution prevention plans (SWPPP), temporary traffic control plans (TCPs), and encroachment permits are assumed as contractor responsibility. Utility relocation and/or service connection requests to utility companies are assumed as City responsibility.

Task 5 Deliverables:

- Detailed topographic survey at 23 intersections. Topographic Base File in AutoCAD Civil 3D, Surface File, Points Files
- Draft 65% plans with:
 - Cover sheet, index of sheets, and draft general notes, 3 sheets
 - Civil layout plans. Demolition and horizontal layout, 28 sheets
 - Civil detail plans. Vertical layout, flowline profiles, and construction details, 31 sheets
 - Pavement delineation and signage plans, 28 sheets
 - Landscaping plans, 20 sheets
 - Electrical plans, 24 sheets
 - Roadway street lighting plans, 14 sheets
- Technical specifications (initial draft at the 65% stage)
- Engineer's opinion of cost (preliminary cost estimate at the 65% stage)

TASK 6: PROJECT CONTINGENCY

6.1 Contingency. A project contingency fund is included in the scope of work. The contingency fund shall be used upon City approval for supplement tasks that may arise during the conduct of the work. Supplement work plans shall be prepared and approved by the City prior to conducting any contingency tasks.

SCHEDULE

Parametrix's work will follow the project schedule as outlined below.

| # | Task | 2023 | | | | | | | | 2024 | | | |
|---|---------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| | | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
| 0 | Notice to Proceed | | | | | | | | | | | | |
| 1 | Project Management, Meetings. Etc. | | | | | | | | | | | | |
| 2 | Preliminary (35%) Design ¹ | | | | | | | | | | | | |
| | City review | | | | | | | | | | | | |
| 3 | Technical Studies | | | | | | | | | | | | |
| 4 | Public Meetings | | | | | | | | | | | | |
| 5 | 65% Draft PS&E | | | | | | | | | | | | |
| | City review | | | | | | | | | | | | |

