

#### **FOURTH AMENDMENT TO AGREEMENT**

This Fourth Amendment of the Agreement, entered into this 19<sup>th</sup> day of February 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **PARSONS TRANSPORTATION GROUP, INC.**, a Washington DC Sub Q Corporation, whose address is 100 M Street, SE, Washington, DC 20003, (hereinafter referred to as "Provider"), is made with reference to the following:

#### **RECITALS:**

A. On August 9, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement"), in the amount of \$50,000.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

B. On May 3, 2017, an agreement was entered into by and between City and Provider (hereinafter "First Amendment"), in the amount of \$20,000.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

C. On April 4, 2018, an agreement was entered into by and between City and Provider (hereinafter "Second Amendment"), in the amount of \$4,999.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

D. On May 16, 2018, an agreement was entered into by and between City and Provider (hereinafter "Third Amendment"), in the amount of \$20,000.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Amendment in the amount not to exceed \$40,000.00 for services as depicted in Exhibit A-4. Total maximum compensation of this agreement shall not exceed \$134,999.00."


Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on Next Page*


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

PARSONS TRANSPORTATION GROUP, INC.  
A Washington DC Q Sub Corporation

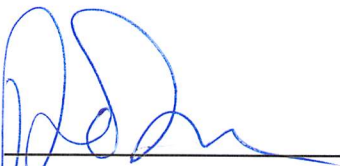
CITY OF ALAMEDA  
A Municipal Corporation

  
By: RODNEY PIMENTEL  
Title: ASSISTANT SECRETARY

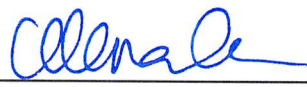
\_\_\_\_\_  
David L. Rudat  
Interim City Manager

  
By: IBRAHIM MURTIC  
Title: VP

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Andrew Thomas  
Acting Director  
Planning, Building and Transportation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Celena H Chen  
Assistant City Attorney

### **Scope of Work**

**PARSONS TRANSPORTATION GROUP, INC., will perform the following on-call services, at the request and direction of City staff:**

1. Technical and strategic engineering support in review of Oakland Alameda Access Plan designs, help preparing proposed solutions and compromises, and attendance at meetings with Alameda CTC.
2. Technical and strategic engineering support in development of designs and cost estimates for new and improved estuary crossings, and attendance at meetings with City staff and stakeholders.
3. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants and major projects.
4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers.
5. On Call services as needed



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2018

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

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

PRODUCER LIC #CA 0C19812 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 INSURED Parsons Transportation Group Inc. 100 M Street SE, Suite 1200 Washington, DC 20003-3515	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: RiskManagement.Parsons@parsons.com INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS INSURER B: INSURANCE CO OF THE STATE OF PA INSURER C: LEXINGTON INS CO INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19445 19429 19437
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## COVERAGES

CERTIFICATE NUMBER: 54748765

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL17587105	01/01/19	01/01/20	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY	X	X	CA6579334 (AOS) CA6579333 (MA)	01/01/19 01/01/19	01/01/20 01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	WC014629641 (AOS) WC014629638 (MA/WI) WC014629640 (CA) WC014629639 (FL)	01/01/19 01/01/19 01/01/19 01/01/19	01/01/20 01/01/20 01/01/20 01/01/20	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY			11665420	01/01/19	01/01/20	PER CLAIM 5,000,000 POLICY AGG 5,000,000

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

RE: Job No. 648519; Contract No. 1898-City of Alameda-2016-07-29 - NY-Term Agreement for Rehab of Grand Island Bridges.

Additional Insureds: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers. See attached special clauses and endorsements.

**CITY OF ALAMEDA**  
Risk Management

## CERTIFICATE HOLDER

City of Alameda  
2263 Santa Clara Avenue, Room 130  
Alameda, CA 94501  
USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Joseph M. Amello*



WC

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 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

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501  
USA

CITY OF ALAMEDA  
Risk Management  
Date 1-16-19  
Lucretia Akil, City Risk Manager

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 01/01/19 Policy No. WC014629641 (AOS)

Endorsement No.

Insured: Parsons Transportation Group Inc.

Company: INSURANCE CO OF THE STATE OF PA

Premium \$

Countersigned By

*Joseph M. Amello*

WC 00 03 13  
(Ed. 4-84)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2019 forms a part of

policy No.GL 17587105 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR  
ORGANIZATIONS NAMED AS ADDITIONAL INSURED –  
ONGOING AND COMPLETED OPERATIONS**

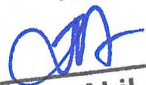
*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) “your work” performed for the additional insured sans included in the “products-completed hazard”:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

**CITY OF ALAMEDA**  
Risk Management  
 Date 1-16-19  
Lucretia Akil, City Risk Manager



POLICY NUMBER: GL17587105

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

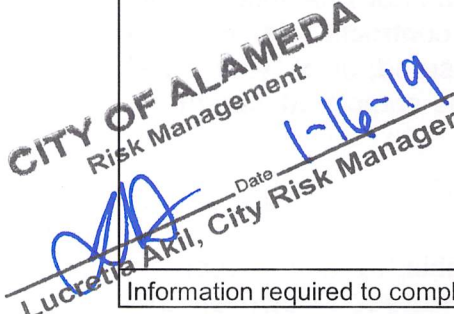
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
 <b>CITY OF ALAMEDA</b> Risk Management Date <u>1-16-19</u> Lucretia Akil, City Risk Manager	

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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



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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

CITY OF ALAMEDA  
Risk Management  
Date 1-16-19  
Risk Manager  
Lucretia Akil, City Risk Manager



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

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: WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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

**CITY OF ALAMEDA**  
Risk Management  
  
Date 1-16-19  
Lucretia Akil, City Risk Manager

Auto

#### ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2019 forms a part of

Policy No. CA6579334 (AOS) issued to PARSONS CORPORATION  
CA6579333 (MA)

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

#### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

#### ADDITIONAL INSURED


Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organizations liability arising out of the use of a covered "auto".

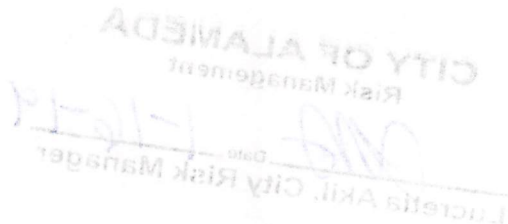
Section II - Liability Coverage, A. - Coverage, 1. - Who Is An Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
  1. The coverage and/or limits of this policy, or
  2. The coverage and/or limits required by said contract or agreement.

87950 (09/14)

**CITY OF ALAMEDA**  
Risk Management

 Date 1-16-19  
Lucretia Akil, City Risk Manager

  
CITY OF ALAMEDA  
Risk Management  
Date 1-16-19  
Lucretia Akil, City Risk Manager

Auto

01/16/19

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

**ENDORSEMENT**

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2019 forms a part of

Policy No. CA6579334 (AOS) issued to: PARSONS CORPORATION  
CA6579333 (MA)

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

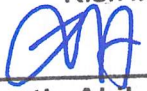
All other terms and conditions remain unchanged.

**SCHEDULE**

Name of Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**CITY OF ALAMEDA**  
Risk Management

 Date 1-16-19  
Lucretia Akil, City Risk Manager

CITY OF ALAMEDA  
1-16-19  
Lucretia Akil, City Risk Manager

Auto

POLICY NUMBER: CA6579334 (AOS)  
CA6579333 (MA)

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured: Parsons Corporation**

**Endorsement Effective Date: 01/01/2019**


### **SCHEDULE**

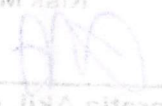
**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom the Named Insured is required to provide a waiver

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

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

**CITY OF ALAMEDA**  
Risk Management  
  
Date 1-16-19  
Lucretia Akil, City Risk Manager

**CITY OF ALAMEDA**  
Risk Management  
  
Date 1-16-19  
Lucretia Akil, City Risk Manager



WC

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

This endorsement changes the policy to which it is attached effective on 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 12:01 AM 01/01/19 forms a part of Policy No. WC014629640 (CA)

Issued to: Parsons Transportation Group Inc.

By: INSURANCE CO OF THE STATE OF PA

Premium: INCL

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 5% of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

### Person or Organization

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501

### Job Description

Where required by written agreement or contract.

WC 04 03 06  
(Ed. 4-84)

Countersigned by

*James M. Amello*

Authorized Representative

**CITY OF ALAMEDA**  
Risk Management

*LA*  
Date: 1-16-19  
Lucretia Akil, City Risk Manager



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
12/12/2018

NAME OF INSURED: Parsons Transportation Group Inc.

## Special Clauses

### Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as an additional insured but only to the extent of the named insureds negligence.

### Waiver of Subrogation (All Coverages):

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

### Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

### Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 9<sup>th</sup> day of AUGUST, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Parsons Transportation Group, Inc., a Washington DC Q Sub corporation, whose address is 100 M Street, SE, Washington, DC, 20003, (the "Provider"), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: transportation planning consulting. This is a specialized, professional service provider agreement which does not require an RFP/RFQ process.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for transportation planning consulting, upon the terms and conditions herein.

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

### **1. TERM:**

The term of this Agreement shall commence on the 9<sup>th</sup> day of AUGUST 2016, and shall terminate on the 9<sup>th</sup> day of AUGUST 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

### **2. SERVICES TO BE PERFORMED:**

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

### **3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B. Extra work must be approved in writing

by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$50,000.00.

4. **TIME IS OF THE ESSENCE:**

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

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

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

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

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

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

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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



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

**D. ADDITIONAL INSURED:**

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

**E. SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

**13. APPROVAL OF SUB-PROVIDERS:**

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

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

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

**14. PERMITS AND LICENSES:**

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

**15. REPORTS:**

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

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

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

**16. RECORDS:**

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

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

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

**17. NOTICES:**

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

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

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

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

City of Alameda  
Base Reuse Department  
2263 Santa Clara Ave., Room 130  
Alameda, CA 94501  
ATTENTION: Jennifer Ott  
Ph: (510) 747-4747 / Fax: (510) 522-7538

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

Parsons Transportation Group Inc.  
555 12th Street, Suite 1850  
Oakland, CA 94612  
ATTENTION: Rodney Pimentel  
Ph: (510) 285-1566

**18. SAFETY:**

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

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

**19. TERMINATION:**

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

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

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

**20. ATTORNEY'S FEES:**

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

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

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

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

**23. WAIVER:**

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

**24. INTEGRATED CONTRACT:**

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

**25. CAPTIONS:**

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

*Signatures on next page*




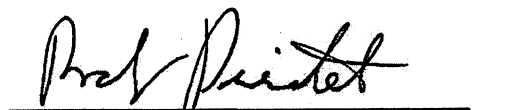
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Parsons Transportation Group Inc.  
An Illinois Corporation

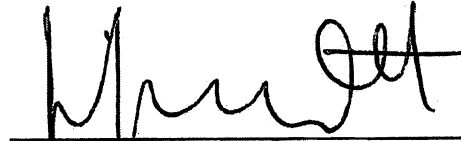
  
NAME Stephen R. Morton  
TITLE Vice President

CITY OF ALAMEDA  
A Municipal Corporation


  
Jill Keimach  
City Manager

  
NAME ROONEY PIMENTEL  
TITLE ASSISTANT SECRETARY

RECOMMENDED FOR APPROVAL

  
Jennifer Ott  
Base Reuse Department

APPROVED AS TO FORM:  
City Attorney

  
Farimah Brown  
Senior Assistant City Attorney

**Scope of Work**

- 1. Technical and strategic engineering support in review of Broadway Jackson designs and help preparing proposed solutions and compromises and attendance at meetings with ACTC.**
- 2. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants.**
- 3. Attendance at Transportation Commission meetings to support transportation planning efforts from an engineering perspective.**
- 4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts.**
- 5. Act as a liason with Public Works and provide ongoing coordination with Public Works engineering efforts.**

**Amount not to exceed: \$50,000.00**

## **Exhibit B**

### **Fee Schedule**

<b>Employee Name</b>	<b>Title</b>	<b>Agreed Reimbursement Rate</b>
Rodney Pimentel	Project Manager	\$270.00
	Engineering Manager	\$240.00
	Engineer II	\$100.00
	Engineer I	\$80.00
	Engineer Associate	\$70.00
	Senior Planner	\$100.00
	Associate Planner	\$75.00
	Project Controls/Admin	\$65.00

### **Direct Expenses\***

*\* Direct Expenses Include but are not limited to the following:*  
- Car travel at \$0.54 Per mile

### **FIRST AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this \_\_\_\_ day of April 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **PARSONS TRANSPORTATION GROUP, INC.**, an individual, whose address is 100 M Street, SE, Washington, DC 20003, (hereinafter referred to as "Consultant"), is made with reference to the following:

#### **RECITALS:**

A. On August 9, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$50,000.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 9<sup>th</sup> day of August 2016, and shall terminate on the 8<sup>th</sup> day of August 2018, unless terminated earlier as set forth herein"

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

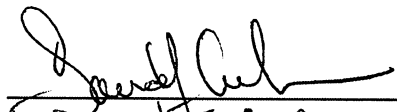
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000.00 for services as set forth in Exhibit A-1. Total maximum compensation of this agreement shall not exceed \$70,00.00. Payment shall be made to Consultant within 45 days of receipt of invoice."

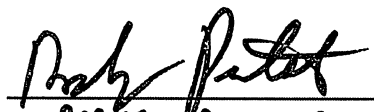
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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


*Signatures on Next Page*

PARSONS TRANSPORTATION GROUP, INC.  
A Washington DC Q Sub Corporation

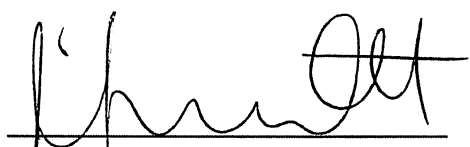
  
By: David T. Carlson  
Title: Vice President

  
By: ROONEY PIMENTALE  
Title: ASSISTANT SECRETARY

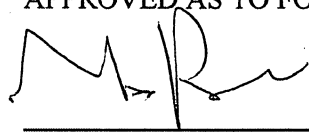
CITY OF ALAMEDA  
A Municipal Corporation

  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

  
Jennifer Ott  
Director, Base Reuse and Transportation  
Planning

APPROVED AS TO FORM:

  
Farimah F. Brown  
Senior Assistant City Attorney



**Scope of Work**

- 1. Technical and strategic engineering support in review of Broadway Jackson designs and help preparing proposed solutions and compromises and attendance at meetings with ACTC.**
- 2. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants.**
- 3. Attendance at Transportation Commission meetings to support transportation planning efforts from an engineering perspective.**
- 4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts.**
- 5. Act as a liaison with Public Works and provide ongoing coordination with Public Works engineering efforts.**
- 6. On Call services as needed**

**Amount not to exceed: \$20,000.00**

## **Exhibit B**

### **Fee Schedule**

<b>Employee Name</b>	<b>Title</b>	<b>Agreed Reimbursement Rate</b>
Rodney Pimentel	Project Manager	\$270.00
	Engineering Manager	\$240.00
	Principal Engineer	\$180.00
	Senior Engineer/Planner	\$140.00
	Engineer II	\$100.00
	Engineer I	\$80.00
	Engineer Associate	\$70.00
	Senior Planner	\$100.00
	Associate Planner	\$75.00
	Project Controls/Admin	\$65.00

### **Direct Expenses\***

*\* Direct Expenses Include but are not limited to the following:*

*- Car travel at \$0.54 Per mile*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2017

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

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

PRODUCER LIC #CA 0C19812 1-816-960-9000  
Lockton Companies, LLC-1 Kansas City

444 W. 47th Street, Suite 900

Kansas City, MO 64112-1906

INSURED  
Parsons Transportation Group Inc.

100 M Street SE, Suite 1200

Washington, DC 20003-3515

## CONTACT

NAME:

PHONE  
(A/C, No, Ext):

FAX  
(A/C, No):

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL UNION FIRE INS CO OF PITTS

19445

INSURER B: INSURANCE CO OF THE STATE OF PA

19429

INSURER C: LEXINGTON INS CO

19437

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 49706274

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL17587105	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ included MED EXP (Any one person) \$ included PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ included \$
A	AUTOMOBILE LIABILITY	X	X	CA3194526 (MA) CA3194527 (AOS)	01/01/17 01/01/17	01/01/18 01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$						
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	WC014629400 (MA/WI) WC014629399 (FL) WC014629402 (CA) WC014629401 (AOS)	01/01/17 01/01/17 01/01/17 01/01/17	01/01/18 01/01/18 01/01/18 01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY			11665420	01/01/17	01/01/18	PER CLAIM 1,500,000 IN AGGREGATE 3,000,000

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

RE: Job No. 648519; Contract No. 1898-City of Alameda-2016-07-29 - NY-Term Agreement for Rehab of Grand Island Bridges.

See attached special clauses and endorsements.

**CITY OF ALAMEDA**  
Risk Management

## CERTIFICATE HOLDER

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501

USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Patricia J. Jackson*

POLICY NUMBER: GL17587105 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.	Where required by written agreement or contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

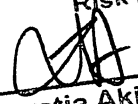
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-11  
Lucretia Akil, City Risk Manager

POLICY NUMBER: GL17587105

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization: City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501


USA

City of Alameda, its City Council, boards, commissions, officials,  
employees, and volunteers are included in the Name of Person or  
Organization above.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-17  
Lucretia Akil, City Risk Manager

CG 24 04 10 93

Copyright, Insurance Services Office, Inc., 1998



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**


This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Alameda  2263 Santa Clara Avenue, Room 130  Alameda, CA 94501 USA	Where required by written agreement or contract.  City of Alameda, its City Council, boards, commissions officials, employees, and volunteers are included in the Schedule.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-17  
Lucretia Akil, City Risk Manager

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

**ENDORSEMENT**

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2017 forms a part of

Policy No. CA3194527 (AOS) issued to: PARSONS CORPORATION  
CA3194526 (MA)

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

✓ **BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

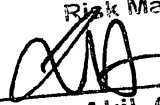
The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**SCHEDULE**

Name of Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-17  
Lucretia Akil, City Risk Manager

POLICY NUMBER: CA3194527 (AOS)  
CA3194526 (MA)

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

- ✓  
AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured: Parsons Corporation**

**Endorsement Effective Date: 01/01/2017**


**SCHEDULE**

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

Any person or organization for whom the Named Insured is required to provide a waiver

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

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

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-17  
Lucretia Akil, City Risk Manager

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA** ✓

This endorsement changes the policy to which it is attached effective on 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 12:01 AM 01/01/17 forms a part of Policy No. WC014629402 (CA)

Issued to: Parsons Transportation Group Inc.

By: INSURANCE CO OF THE STATE OF PA

Premium: INCL

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 5% of the California workers' compensation premium otherwise due on such remuneration.

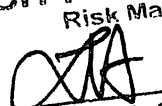
**Schedule**

**Person or Organization**

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501

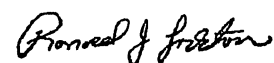
**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-26-17  
Lucretia Akil, City Risk Manager

**Job Description**

Where required by written agreement or contract.

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included in the Schedule Person or Organization above.

WC 04 03 06  
(Ed. 4-84)

Countersigned by   
Authorized Representative

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
04/26/2017

NAME OF INSURED: Parsons Transportation Group Inc.

## Special Clauses

### Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as an additional insured but only to the extent of the named insureds negligence.

### Waiver of Subrogation (All Coverages):

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

### Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

### Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.

OK  
A. M. Del  
4-26-17



**ORIGINAL**

**SECOND AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 4th day of April 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **PARSONS TRANSPORTATION GROUP, INC.**, an individual, whose address is 100 M Street, SE, Washington, DC 20003, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On August 9, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$50,000.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

B. On May 3, 2017, an agreement was entered into by and between City and Consultant (hereinafter "First Amendment"), in the amount of \$20,000.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 9<sup>th</sup> day of August 2016, and shall terminate on the 8<sup>th</sup> day of August 2019, unless terminated earlier as set forth herein"

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

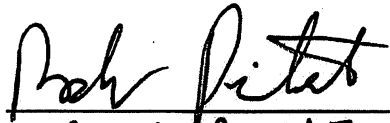
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$4,999.00 for services. Total maximum compensation of this agreement shall not exceed \$74,999.00. Payment shall be made to Consultant within 45 days of receipt of invoice."

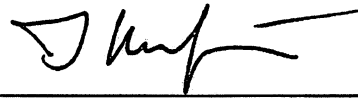
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

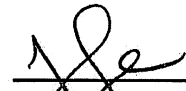
*Signatures on Next Page*

PARSONS TRANSPORTATION GROUP, INC.  
A Washington DC Q Sub Corporation

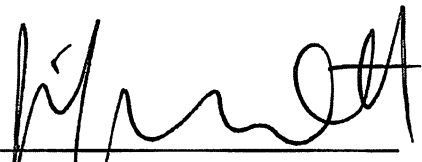
  
By: ROIMERY PIMENTEL  
Title: ASSISTANT SECRETARY

  
By: IBEO MFTC  
Title: VP

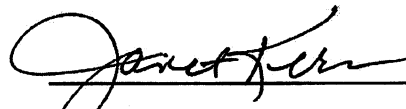
CITY OF ALAMEDA  
A Municipal Corporation

  
~~Elizabeth D. Warmerdam~~ Amy Woolbridge  
Acting City Manager

RECOMMENDED FOR APPROVAL:

  
Jennifer Ott  
Director, Base Reuse and Transportation  
Planning

APPROVED AS TO FORM:

  
Janet Kern  
City Attorney

**Scope of Work**

1. Technical and strategic engineering support in review of Broadway Jackson designs and help preparing proposed solutions and compromises and attendance at meetings with ACTC.
2. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants.
3. Attendance at Transportation Commission meetings to support transportation planning efforts from an engineering perspective.
4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts.
5. Act as a liason with Public Works and provide ongoing coordination with Public Works engineering efforts.

Amount not to exceed: \$50,000.00

**Scope of Work**

1. Technical and strategic engineering support in review of Broadway Jackson designs and help preparing proposed solutions and compromises and attendance at meetings with ACTC.
2. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants.
3. Attendance at Transportation Commission meetings to support transportation planning efforts from an engineering perspective.
4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts.
5. Act as a liaison with Public Works and provide ongoing coordination with Public Works engineering efforts.
6. On Call services as needed

Amount not to exceed: \$20,000.00

**Scope of Work**

- 1. Technical and strategic engineering support in review of Broadway Jackson designs and help preparing proposed solutions and compromises and attendance at meetings with ACTC.**
- 2. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants.**
- 3. Attendance at Transportation Commission meetings to support transportation planning efforts from an engineering perspective.**
- 4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts.**
- 5. Act as a liaison with Public Works and provide ongoing coordination with Public Works engineering efforts.**
- 6. On Call services as needed**

**Amount not to exceed: \$4,999**



## **Exhibit B**

### **Fee Schedule**

<b>Employee Name</b>	<b>Title</b>	<b>Agreed Reimbursement Rate</b>
Rodney Pimentel	Project Manager	\$270.00
	Engineering Manager	\$240.00
	Principal Engineer	\$180.00
	Senior Engineer/Planner	\$140.00
	Engineer II	\$100.00
	Engineer I	\$80.00
	Engineer Associate	\$70.00
	Senior Planner	\$100.00
	Associate Planner	\$75.00
	Project Controls/Admin	\$65.00

### **Direct Expenses\***

*\* Direct Expenses Include but are not limited to the following:*

*- Car travel at \$0.54 Per mile*

# ORIGINAL

## THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 16<sup>th</sup> day of May 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **PARSONS TRANSPORTATION GROUP, INC.**, a Washington DC Sub Q Corporation, whose address is 100 M Street, SE, Washington, DC 20003, (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

A. On August 9, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$50,000.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

B. On May 3, 2017, an agreement was entered into by and between City and Consultant (hereinafter "First Amendment"), in the amount of \$20,000.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

C. On April 4, 2018, an agreement was entered into by and between City and Consultant (hereinafter "Second Amendment"), in the amount of \$4,999.00. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 9<sup>th</sup> day of August 2016, and shall terminate on the 8<sup>th</sup> day of August 2020, unless terminated earlier as set forth herein"

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

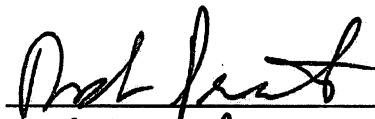
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000.00 for services as depicted in exhibit A-3. Total maximum compensation of this agreement shall not exceed \$94,999.00. Payment shall be made to Consultant within 45 days of receipt of invoice."

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

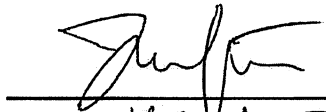
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

*Signatures on Next Page*

PARSONS TRANSPORTATION GROUP, INC.  
A Washington DC Q Sub Corporation

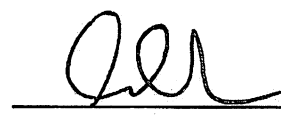


By: RODNEY PIMENTEL  
Title: ASSISTANT SECRETARY



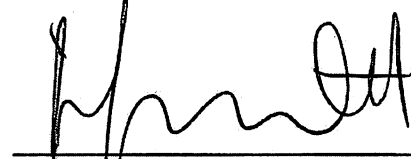
By: IVAN KUSTIC  
Title: VP

CITY OF ALAMEDA  
A Municipal Corporation



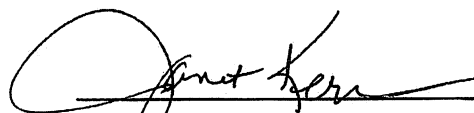
Elizabeth D. Warmerdam  
Acting City Manager

RECOMMENDED FOR APPROVAL:



Jennifer Ott  
Director, Base Reuse and Transportation  
Planning

APPROVED AS TO FORM:



Janet Kern  
City Attorney

**Scope of Work**

**PARSONS TRANSPORTATION GROUP, INC. will perform the following on-call services, at the request and direction of City staff:**

1. Technical and strategic engineering support in review of Oakland Alameda Access Plan designs, help to prepare proposed solutions and compromises, and attendance at meetings with Alameda CTC.
2. Technical and strategic engineering support in development of designs and cost estimates for new and improved estuary crossings, and attendance at meetings with City staff and stakeholders.
3. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants and major projects.
4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts, as needed.
5. Other on-call services, as needed

Total NTE .....\$20,000.00

## **Exhibit B**

### **Fee Schedule**

<b>Employee Name</b>	<b>Title</b>	<b>Agreed Reimbursement Rate</b>
Rodney Pimentel	Project Manager	\$274.00
	Engineering Manager	\$257.00
	Principal Engineer	\$186.00
	Senior Engineer/Planner	\$161.00
	Engineer II	\$120.00
	Engineer I	\$88.00
	Engineer Associate	\$77.00
	Senior Planner	\$115.00
	Associate Planner	\$87.00
	Project Controls/Admin	\$67.00

### **Direct Expenses\***

*\* Direct Expenses Include but are not limited to the following:*

*- Car travel at \$0.54 Per mile*