

CONTRACT # C24-33
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
PARAMETRIX, INC.
FOR PREPARATION OF AN ACTIVE TRANSPORTATION PLAN

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ day of JUNE, 2024 by and among the City of Albany a California charter city ("CITY") and PARAMETRIX, INC. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 20 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of TWO YEARS from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT for services satisfactorily rendered under this AGREEMENT. The total compensation payable, including reimbursement for actual expenses, shall not exceed \$382,550 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. PAYMENT OF A LIVING WAGE; FAILURE TO COMPLY.

By its signature hereunder, CONSULTANT certifies that it is aware of the CITY ordinance requiring all consultants who meet certain eligibility guidelines to pay covered employees a living wage as enumerated in the ordinance, and agrees to comply with such provisions before commencing the performance of work and/or services covered by this AGREEMENT. CONSULTANT agrees to provide CITY with documents and information verifying compliance with the requirements of the ordinance upon a request by CITY for such verification. CONSULTANT understands that failure to comply with any or all of the requirements of CITY'S living wage ordinance may result in sanctions including termination of the contract and the CITY'S or covered employees' pursuit of any available legal remedies. CONSULTANT further agrees to notify each of its affected employees in writing, upon commencement of performance of work and/or services covered by this AGREEMENT, of CONSULTANT'S obligation to pay a living wage as set forth in the CITY ordinance. This provision shall not be construed to limit CONSULTANT'S discretion to provide greater wages or benefits to its employees. Notwithstanding anything to the contrary, this provision shall not apply to work or services subject to state prevailing wage law codified at Labor Code sections 1720 *et seq.* and 1770 *et seq.*

SECTION 14. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties.

CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities,

claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

(d) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 17. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CONSULTANT: Parametrix
1019 39th AVE SE, SUITE
100 PULYALLUP, WA 98374

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 29. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 30. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed

by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 31. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 32. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

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

CITY OF ALBANY: (#C24-33)

CONSULTANT:

By _____

Nicole Almaguer, City Manager

Date _____

By _____

(Authorized Officer)

Name:

Title:

By _____

(Authorized Officer)

Name:

Title:

ATTEST:

City of Albany Business License

BL # _____

Expiration Date:

Anne Hsu, City Clerk

Date _____

SCOPE OF WORK

City of Albany Active Transportation Plan

Introduction & Project Description

This update of the City of Albany (“City”) Active Transportation Plan (“ATP”) will serve as foundational guidance for future mobility decisions and investment by the City in its streets and rights-of-way. A team comprised of prime consultant Parametrix and subconsultant Fehr & Peers (collectively referred to as “Consultant”) will support the City throughout the ATP development process as detailed in this Scope of Work. This ATP includes all City of Albany rights-of-way except improvements pertaining to potential future changes at the Golden Gate Fields racetrack. In accordance with the Alameda CTC Local Bicycle Master Plan Guidelines, this is intended to be a “focused” update with emphases on updating the previously adopted network, revising goals and supporting policies, conducting stakeholder outreach, and identifying high-priority projects for implementation.

The City envisions the essential outcomes of the ATP to be an easily accessible document that includes:

1. A statement of vision and goals for the City’s active transportation infrastructure that is accepted across the range of community stakeholders.
2. A series of bicycle and pedestrian network diagrams specifying types of facilities or level of comfort and ability at different locations and along different routes.
3. A series of bicycle and pedestrian policies, programs, design standards, and projects that can realistically be implemented within the ATP’s planning horizon.

The project is expected to be completed in 12-18 months. The baseline budget in the first table below assumes a duration of 12 months.

Task	Budget
Task 1: Project Management (12 Months)	\$30,975
Task 2: Stakeholder Engagement, Equity & Inclusion	\$115,700
Task 3: Data Collection & Existing Conditions	\$51,360
Task 4: Goals & Policies	\$31,035
Task 5: Pedestrian & Bicycle Networks	\$48,300
Task 6: Solano Avenue Corridor	\$27,560
Task 7: Projects & Implementation	\$18,320
Task 8: Active Transportation Plan Document	\$19,300
Total Baseline Budget	\$342,550

The second table (following page) contains a contingency budget, if needed and authorized via email or other written correspondence from the City’s project manager or department director.

Contingency Budget	Budget
Total Contingency Budget	\$40,000

The third table (below) contains two optional tasks, if needed and specifically authorized via email or other written correspondence from the City's project manager or department director, to conduct a bikeway demonstration pop-up event and/or develop conceptual designs for up to five projects.

Optional Task	Budget
Optional Task 1: Bikeway Demonstration Pop-Up Event	\$19,500
Optional Task 2: Conceptual Design for Selected Projects (Up to 5)	\$19,300
Total Optional Tasks	\$38,800

Task 1: Project Management

Consultant shall work with City staff to initiate the project via a kickoff meeting. In preparation for the kickoff, Consultant shall develop a draft agenda that summarizes project goals, scope of work, milestone schedule, stakeholder engagement, key project staff, and communication protocols. Consultant shall prepare draft kickoff notes summarizing key decisions and action items.

After the project has kicked off, Consultant shall participate in up to 20 team coordination meetings with City staff (approximately every two weeks, to be adjusted as needed depending on project activities), including post-meeting notes summarizing key decisions and action items. Consultant shall manage the project budget and provide monthly invoices for up to 12 months with progress reports summarizing work completed.

Deliverables

- Kickoff meeting, including draft agenda and summary notes
- Team coordination meetings including summary notes (up to 20)
- Budget management, invoices, and progress reports (up to 12 months)

Task 2: Stakeholder Engagement, Equity & Inclusion

The project team seeks to conduct a range of outreach efforts to reach diverse audiences and gather meaningful input to move the project forward. The project will include three broad phases of engagement, with each phase occurring across one public meeting, one Transportation Commission meeting, one City Council meeting, and a parallel online/website component:

- **Engagement Phase 1:** ATP goals and existing conditions/issues/opportunities
- **Engagement Phase 2:** ATP facilities and policies
- **Engagement Phase 3:** Draft ATP

Consultant shall develop three sets of content—one for each phase of engagement—such as slides, maps, and/or display boards to be used during engagement activities. All content shall include a draft version, one round of review, and a final version. Engagement activities shall include:

- **Technical Advisory Committee (TAC):** The City shall appoint a TAC to guide the project's technical process and findings, drawing TAC members from agency stakeholders that may include the Fire Department, Police Department/Emergency Medical Services, Public Works,

adjacent cities, UC Village, business community representatives, and/or educational partners. The TAC shall meet up to four times via Teams/Zoom at key milestones throughout the project. City staff shall manage communications with the TAC, including scheduling TAC meetings and conducting focused follow-ups with TAC members for any detailed coordination required outside the larger TAC meetings. For each TAC meeting, Consultant shall draft an agenda, develop technical content/slides, attend one preparation meeting with City staff via Teams/Zoom, attend the TAC meeting via Teams/Zoom, and draft summary notes documenting action items.

- **Public Meeting:** Consultant shall attend and develop technical content for up to three in-person public meetings (one for each engagement phase listed above). One of these meetings is expected to be fulfilled by staffing a table at the Community Expo. Consultant shall develop technical content for the public meetings including slides, maps, and/or display boards (including a draft version, one round of review, and a final version). For each public meeting, Consultant shall attend one preparation meeting with City staff via Teams/Zoom. City shall manage scheduling, venue logistics, materials printing, and promotion of the public meetings. City shall post all meeting materials on the City website including a comment portal and/or City email address to allow online visitors to submit input.
- **Transportation Commission:** Consultant shall present at up to three meetings of the Transportation Commission (one for each engagement phase listed above). For each meeting, Consultant shall develop technical content/slides and attend one preparation meeting with City staff via Teams/Zoom.
- **City Council:** Consultant shall present at up to three meetings of the City Council (one for each engagement phase listed above). For each meeting, Consultant shall develop technical content/slides and attend one preparation meeting with City staff via Teams/Zoom.
- **Online/Website Support:** Consultant shall develop draft content for a project website, including initial content plus three updates during the project. Consultant can host the site using Social Pinpoint or provide materials for a City-hosted website platform, as directed by the City. The website updates will include a project description and timeline, web map for location-based comments, surveys, and links to event information and attachments as needed, with Consultant participation limited to the total hours/cost in the attached budget.
- **School Engagement:** Albany's many educational institutions are a major focus area for the ATP, including K-12 schools and the UC Village community. Comparatively, more effort is expected to be required for the K-12 community given the extremely high trip demand at each school site. As directed by the City, Consultant shall engage TransForm or other community-based organization (included as a vendor expense in the Task 2 budget) to leverage its existing involvement with Albany K-12 schools to engage them in the ATP development process through the distribution of information, collection of community input, and/or hosting of school-focused meetings (City staff and Consultant shall determine specific activities in collaboration with the vendor, with consideration given to schedule and budget constraints). City staff shall work with UC Village to identify one or more community representatives who may be willing to join the TAC, distribute information, and/or collect input for the ATP. As directed by the City, Consultant shall support engagement with these school communities via email, telephone, and/or virtual meetings, with Consultant participation limited to the total hours in the attached budget. City and Consultant shall include input from these educational champions in the existing conditions assessment (Task 3), goal setting (Task 4), and network development (Task 5).

Deliverables

- Attendance at up to four TAC meetings conducted via Teams/Zoom, including for each TAC meeting a draft agenda, technical content/slides (draft and final with one round of review),

one preparation meeting with City staff via Teams/Zoom, and draft summary notes documenting action items

- Development of three sets of content—one for each phase of engagement listed above—such as slides, maps, and/or display boards (draft and final with one round of review)
- Attendance at up to three in-person public meetings, including up to three preparation meetings with City staff via Teams/Zoom
- Attendance at up to three meetings of the Transportation Commission, including up to three preparation meetings with City staff via Teams/Zoom
- Attendance at up to three meetings of the City Council, including one up to three preparation meetings with City staff via Teams/Zoom
- Draft content for project website including initial content and up to three updates, not to exceed to the total hours/cost in the attached budget
- School engagement via email, telephone, and/or virtual meetings, up to the total hours in the attached budget, plus coordination with school engagement vendor if activated by City

Task 3: Data Collection & Existing Conditions

Consultant, in coordination with City staff, shall conduct an existing conditions review of the City's roadway network with a focus on active transportation needs and opportunities. This includes a qualitative review of relevant state, regional, and local transportation plans to identify policies or projects that may affect development of the ATP. A quantitative analysis will combine existing, readily available data sources that City staff can provide to Consultant—including from the recent Local Road Safety Plan, Speed Survey, and any available traffic counts—plus Consultant's analysis of the most recent 10 years of safety data available. The most relevant data to the ATP development process are vehicular speeds, vehicular volumes, safety/collision data, and pedestrian/bicycle volumes. The existing conditions analysis is expected to result in up to four maps/layers to be included in the deliverables described below: bicycle and pedestrian collision history (up to two maps/layers); bicycle level of traffic stress (LTS); and existing bikeway facilities. Consultant shall develop the layer of existing bikeway facilities via manual input based on information provided by City staff.

City staff shall review the compiled data and supplement the data sources with any additional local knowledge, qualitative or quantitative, that may influence the project team's understanding of existing conditions, such as recent or planned changes to local conditions, areas of concern, or other priorities.

Based on this review, City staff and Consultant shall collaborate to identify up to 10 active transportation "hot spots" with the greatest safety concerns. Consultant shall develop all-mode collision diagrams or other analyses for each "hot spot" aimed at identifying causal factors and informing the development of tailored safety countermeasures and facility recommendations.

Consultant shall develop a project base map that compiles the data collected and highlights relevant active transportation conditions. If possible, this basemap should be published online (rather than as static/hard copy maps) to provide more interactivity and allow for richer data presentation with selectable layers. Consultant shall develop a brief chapter for the ATP document summarizing the existing conditions review, including a draft version, two rounds of review (by City staff and Transportation Commission or other advisory body), and a final version. The memo should summarize the review process and discuss any relevant findings that may inform ATP development, such as active transportation gaps, needs, and opportunities.

Deliverables

- Collision diagrams or similar safety analyses for up to 10 active transportation "hot spots"

- Project base map (draft and final with one round of review) including electronic transmittal of all mapping data to City
- ATP chapter summarizing existing conditions review (draft and final with two rounds of review)

Task 4: Goals & Policies

The ATP's goals establish a central vision for the plan, with each goal backed by specific policies that will guide the City in achieving this vision. The goals and policies should be informed by a variety of sources including City guidance; relevant local, regional, and state plans; input from technical and community stakeholders (Task 2); and key findings from the existing conditions analysis (Task 3). If needed, one or more TAC meetings (Task 2) may be used as goal-setting workshops. Consultant shall develop a brief technical memo summarizing the ATP goals. Based on the results of the school engagement activities—especially if a community-based organization is used to conduct additional school engagement as described in Task 2—the technical memo shall include any additional goals specific to the school communities. The technical memo shall include a draft version, one round of review, and a final version.

Following City approval of ATP goals memo, Consultant shall develop a matrix of ATP policies to support each goal, with columns establishing each policy's linkages to relevant City priorities, General Plan elements, and other adopted plans. This matrix shall include a section of policies for schools, including policies to support any school-specific goals. If needed, one or more TAC meetings (Task 2) may be used as a policy review workshops. This policy matrix shall include a draft version, one round of review, and a final version.

Deliverables

- Technical memo summarizing ATP goals (draft and final with one round of review)
- Policy matrix (draft and final with one round of review)

Task 5: Pedestrian & Bicycle Networks

Consultant shall develop a planned pedestrian network and a planned bicycle network informed by a combination of factors including stakeholder input (Task 2); existing conditions, prior studies, and safety data (Task 3); and ATP goals, priorities, and policies (Task 4). The network recommendations should incorporate the latest best practices in facility selection, design, and technology, drawing from sources such as NACTO's *Urban Street Design Guide* and *Designing for All Ages & Abilities*. Consultant shall develop a map and table detailing the full pedestrian network and a map and table detailing the full bicycle network. All maps and tables shall include a draft version, one round of review, and a final version.

During the network design process, Consultant shall collaborate with City staff to develop an approach for school-related mobility. This may include an "all ages and abilities" expectation for the entire pedestrian/bicycle network, prioritization of certain corridors for school access, or a separate set of design expectations for schools.

As part of the network review process with City staff, Consultant shall evaluate the draft pedestrian and bicycle networks in terms of Level of Traffic Stress or other similar measure of comfort/quality. Based on these analyses and the findings of Tasks 2, 3, and 4, Consultant and City staff shall collaborate to identify focus areas for pedestrian and bicycle mobility. The identification of these focus areas may help to inform the development specific policies (Task 4) or the prioritization of specific projects (Task 7). Consultant shall summarize these results as addenda to the network maps and/or tables described above. City staff shall direct Consultant to modify the draft networks as needed to balance factors including ATP goals, stakeholder input, and potential trade-offs.

Consultant shall develop basic standards for the pedestrian and bicycle networks including an illustrated glossary of the major facility types envisioned in the ATP (e.g. bicycle boulevard, cycle track, greenway, trail) for inclusion in the ATP document to be developed in Task 8. The illustrated glossary primarily will use local photo precedents and graphics cited from best practice design guidelines (e.g. NACTO). The guidance document also shall include best-practice guidelines for the design and accommodation of bicycle parking areas and the identification of potential bicycle parking locations on the bicycle network map.

Deliverables

- Updated pedestrian network map and tables (draft and final with one round of review)
- Updated bicycle network map and tables (draft and final with one round of review)
- Network quality/comfort evaluation (to be added to network maps and/or tables)
- Illustrated glossary of major facility types envisioned in the ATP
- Best-practice guidelines and recommended sites for bicycle parking

Task 6: Solano Avenue Corridor

City staff shall provide Consultant with all recent studies, plans, design concepts, and data developed for the Solano Avenue corridor. Consultant shall evaluate the corridor's active transportation needs and opportunities based on a variety of sources including the materials provided by the City, key findings from the ATP existing conditions analysis (Task 3), and ATP goals and policies (Task 4).

Consultant shall recommend up to three design concepts for Solano Avenue and provide a qualitative evaluation of how each concept balances various modes/uses and advances ATP goals. These are likely to be "hybrid" concepts that combine elements of previously proposed concepts and may include new ideas such as dynamic curb management strategies. Concepts should incorporate all applicable design standards and policies and address, to the greatest degree possible within the available budget, the corridor's unique infrastructure constraints, right-of-way limitations, offset cross streets, and other design challenges.

Given the limitations of the ATP budget and the planning-level data available, the design concepts will be conceptual in nature based on high-level assessments of geometric and operational feasibility. The deliverable for each concept may include a combination of narrative descriptions, planning-level schematics, sketches, and/or typical cross-sections to illustrate how the concepts could look and operate. Each concept shall include a draft version, one round of review by the City, a revised version for use in TAC/stakeholder engagement, and a final version based on revisions to be directed by City staff based on all input received. Concept descriptions should include consideration of each concept's potential implications to alternate/parallel corridors.

Consultant shall attend and develop technical content for one in-person public meeting focused on Solano Avenue. Consultant shall develop technical content for the public meeting including slides, maps, and/or display boards (including a draft version, one round of review, and a final version) and attend one preparation meeting with City staff via Teams/Zoom. City shall manage scheduling, venue logistics, materials printing, and promotion of the public meeting. City shall post all meeting materials on the City website including a comment portal and/or City email address to allow online visitors to submit input.

Deliverables

- Up to three design concepts for Solano Avenue to include narrative descriptions, planning-level schematics, sketches, and/or typical cross-sections (draft version, one round of review,

revised version for use in TAC/stakeholder engagement, and final version based on revisions to be directed by City staff based on all input received)

- Attendance at up to one in-person public meeting focused on Solano Avenue including development of technical content such as slides, maps and/or display boards (draft and final with one round of review) and attendance at one preparation meeting with City staff via Teams/Zoom

Task 7: Projects & Implementation

Consultant shall develop a summary list of projects that would be required to implement the proposed pedestrian and bicycle networks. Consultant and City staff shall review this list and collaborate to identify a set of high-priority projects based on a qualitative evaluation of criteria drawn from stakeholder input (Task 2), the existing conditions analysis (Task 3), ATP goals and policies (Task 4), the draft networks and priority areas (Task 5), and recommendations for the Solano Avenue corridor (Task 6).

Given the limited budget of this ATP and its overall planning focus, some projects being evaluated will have more detail than others. Consultant and City staff shall make informed assumptions to support the evaluation of projects where additional conceptual design, cost estimation, stakeholder engagement, or other details are needed that are beyond the scope or budget of this ATP.

Based on the results of the evaluation, Consultant shall develop a high-priority project list that includes implementation details such as a project description, discussion of rough-order-of-magnitude cost, and implementation/regulatory considerations for each high-priority project. This list shall include a draft version, one round of review, and a final version.

For environmental review, this Scope of Work assumes that the ATP will qualify for an exemption under the California Environmental Quality Act (CEQA), and that City staff shall conduct this CEQA process without additional assistance from Consultant.

Deliverables

- Summary project list (draft and final with one round of review)
- High-priority project list including implementation details such as project descriptions, discussion of rough-order-of-magnitude costs, and regulatory/implementation considerations (draft and final with one round of review)

Task 8: Active Transportation Plan Document

Consultant shall develop a public-facing ATP document that summarizes the analyses and outreach that informed the development of the ATP; shows the City's planned active transportation networks and facility types via maps, tables, and graphics; provides guidance for ATP implementation and future project development; and includes a list of near-term and/or high-priority projects for inclusion in the City's Capital Improvement Program, county/regional plans, and/or future grant applications. The ATP document should be formatted in a visually pleasing, easy-to-follow style that is accessible to diverse audiences, with more emphasis on engaging graphics than long text sections. If necessary, technical appendices can provide more detailed information for specific audiences.

Consultant shall begin the ATP document development process by developing an outline of the ATP, to include a draft outline, one round of review, and final outline. Following City approval of the final outline, Consultant shall develop the ATP document covering the topics listed above in a visually pleasing, easy-to-follow way that is accessible to diverse audiences. This shall include a draft ATP document, one round of review, and a final ATP document.

Consultant shall develop an accompanying slide deck that summarizes the ATP for City staff to use in presentations to the City Council, Transportation Commission, or other stakeholders/advisory bodies. This shall include draft slides, one round of review, and final slides.

Deliverables

- Active Transportation Plan outline (draft and final with one round of review)
- Active Transportation Plan document (draft and final with one round of review)
- Active Transportation Plan summary slides (draft and final with one round of review)

Contingency Budget

If specifically authorized via email or other written correspondence from the City's project manager or department director, Consultant shall provide additional support for project management, stakeholder engagement, ATP development, or other related activities. Consultant participation shall be limited to the total cost in the attached budget.

Optional Tasks

The following optional tasks shall not be conducted unless specifically authorized via email or other written correspondence from the City's project manager or department director.

Optional Task 1: Bikeway Demonstration Pop-Up Event

If specifically authorized via email or other written correspondence from the City's project manager or department director, Consultant shall conduct a live bike/pedestrian demonstration project for community members to see and experience potential infrastructure upgrades. Consultant shall provide a dimensioned layout, materials, staffing, photos, and collaborate to develop logistics and traffic control plans. City staff shall provide hands-on support in preparation and planning, including assistance recruiting volunteers to support set-up and break-down. The attached budget assumes a one-block installation for one day; the budget may increase depending on scale and complexity of the selected location.

Deliverables

- Live bike/pedestrian demonstration project for up to one block for up to one day, including hands-on support from City staff

Optional Task 2: Conceptual Design for Selected Projects

If specifically authorized via email or other written correspondence from the City's project manager or department director, Consultant shall develop conceptual plans for up to five projects using AutoCAD to further the design for specific facilities in the pedestrian and/or bicycle networks. With the CAD base map, the study corridor will be presented on a scaled aerial base at 1-inch = 20-foot scale or greater with existing curb lines, curb ramps, and above-ground utilities drawn. Bus stops and other on-street uses will be noted with callouts. Existing and proposed curb-to-curb and lane widths will be clearly dimensioned. Utility, striping, signage, and traffic signal symbols will match the Caltrans Standard Plan style template.

The conceptual plan will show in plan view the proposed infrastructure improvements, with clear delineation on proposed curb lines, lane lines, pavement markings, and color treatment. The plans will show grade transitions (e.g., curb ramps) and potential earthwork infrastructure (e.g. retaining walls) and will identify potential conflicts with above ground utilities. Underground utility locating will be deferred to later design phases. Intersections with proposed geometric modifications will be tested using AutoTurn software for design vehicle traffic paths through critical vehicle turn movements.

Consultant shall perform quantity takeoffs of the major construction items shown on the conceptual plan, which may include square footage of demolition, paving, landscaping, and pavement markings; linear feet of striping and curb and gutter; and counts of signal equipment, signs, bollards, and other features. Consultant shall use these construction item quantity takeoffs to develop a refined conceptual cost estimate suitable for grant application.

At signalized intersections, the existing and proposed traffic signal phasing will be noted in a phasing diagram. Traffic analysis for reconfigured intersections is not proposed as part of this task. These concept designs may be used in the City's capital budget process or future grant applications.

Deliverables

- Conceptual plans for up to five projects (draft and final with one round of review)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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):	
License#: 6003745 PARAINC-01		INSURER(S) AFFORDING COVERAGE			
INSURED Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600		INSURER A: Valley Forge Insurance Company		NAIC # 20508	
		INSURER B: Continental Insurance Company		35289	
		INSURER C: XL Specialty Insurance Company		37885	
		INSURER D: National Fire Insurance of Hartford		20478	
		INSURER E: Transportation Insurance Company		20494	
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1782220031

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	11/1/2023	11/1/2024	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
B	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	11/1/2023	11/1/2024	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	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A 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	N/A	6050531383 6050531402	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<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		Y	DPR5020288	11/1/2023	11/1/2024	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.
 RAlbany - On Call Contract, Albany, CA. City of Albany, its officers, officials, employees, consultants, and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General and Auto Liability are Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Albany
 Attn: Justin Fried
 1000 San Pablo Avenue
 Albany, CA 94706

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

Jennifer Aguirre

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**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**:



**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.

**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.

1002000666050313664450





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.



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.:**

- (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.



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,
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