



CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: February 2, 2026
Reviewed by: NA

SUBJECT: Upper Solano Curb Ramps Project (CIP No. 24014)
Award of Upper Solano Avenue Curb Ramps Project Design Services
(Contract No. C25-52)

REPORT BY: James Cirelli, Associate Engineer
Allison Carrillo, CIP Program Manager
Devora Zauderer, Public Works Program Manager
Mark Hurley, Public Works Director

SUMMARY

The action before the City Council is to award Contract No. C25-52 to Parametrix, Inc. (Parametrix) in the not-to-exceed amount of \$194,700 for design services of the Upper Solano Avenue Curb Ramps Project (Project, CIP No. 24014) and move funding appropriations from Fiscal Year 2027 (FY27) to Fiscal Year 2026 (FY26).

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2026-04, authorizing the City Manager to award Contract No. C25-52 to Parametrix for the Project in the not-to-exceed amount of \$194,700, authorizing an appropriation of \$200,000 in Measure BB Local Streets & Roads funds for CIP No. 24014 for Fiscal Year 2026, and removing said appropriation for Fiscal Year 2027.

BACKGROUND

In December 2019, the Albany City Council approved a settlement agreement to resolve injunctive relief claims made under the Americans with Disabilities Act (ADA) in two lawsuits. The settlements included a commitment to provide accessible curb ramps in the Project area by December 2029. While the City is currently in planning for a major streetscape project along Solano Avenue within the same general limits as this project, the streetscape project is not expected to be completed in the timeframe committed to in the settlements. The curb ramp replacements proposed under this Project are thus not related to an alteration of pedestrian facility such as occurs with paving projects and is therefore included in the Capital Improvement Project (CIP) Plan as a discrete improvement.

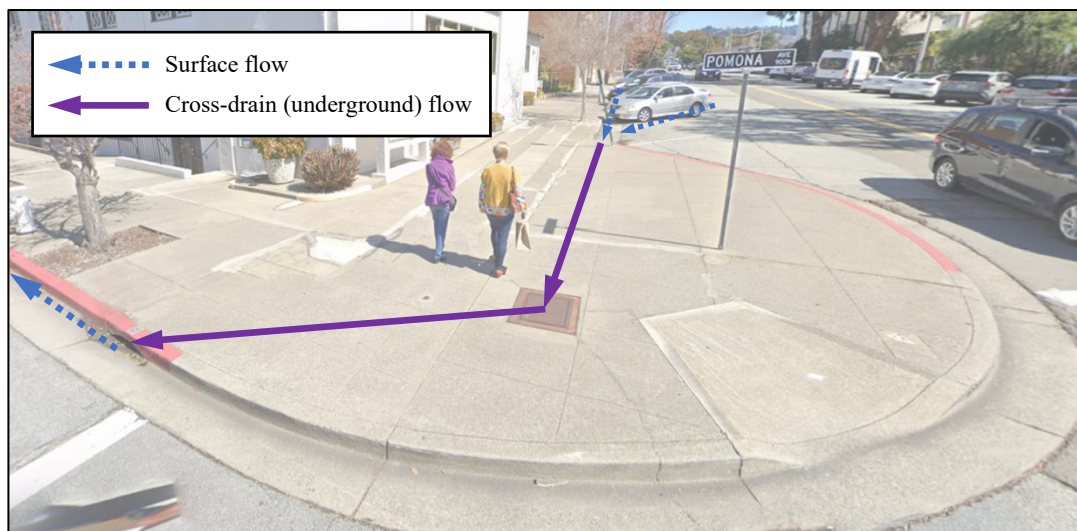
This Project includes the design for replacement of non-compliant curb ramps on Solano Avenue from Key Route Boulevard to the west leg of the Tulare Avenue intersection at the Albany-Berkeley city limits. Due to expected changes to curb alignments and locations of crossings within the future Solano Avenue streetscape project, which are expected to include the need for a full curb ramp rebuild, the curb ramp upgrades under this Project are interim in nature and are thus focused on retrofitting into the existing Solano Avenue streetscape

environment, to the extent feasible. The Project will include the removal and replacement of existing asphalt concrete pavement, curbs, gutter, installation of accessible curb ramps, and may include minor cross drain repairs or adjustments, as necessary for construction of curb ramps.

DISCUSSION

The recommended design services Contract No. C25-52 is for evaluation and design of up to 78 curb ramps along Solano Avenue from Key Route Boulevard to the west leg of the Tulare Avenue intersection.

It's important to preface that the majority of drainage on Solano Avenue within the Project extents (i.e. east of Masonic Avenue) consists of surface gutter flow and cross-drain systems, where stormwater flow within the surface gutter is diverted through a shallow channel “through” the corner (under the sidewalk). Afterwards, stormwater flow continues within the surface gutter until it reaches an inlet to a stormwater main. Cross-drain systems are typically found at bulbouts along Upper Solano Avenue in order to prevent ponding/flooding at the upstream side of the bulbout.



Example of an existing cross-drain system at Solano/Pomona

There is currently no stormwater main along Solano Avenue east of Masonic Avenue, nor are there stormwater mains along the side streets, apart from a main along Peralta Avenue. As this Project is dedicated to curb ramp improvements and maintaining existing curb lines, there will be little flexibility to curb ramp design in order to meet the stringent Americans with Disabilities Act (ADA)/Public Right-of-Way Accessibility Guidelines (PROWAG) requirements and maintain positive drainage, while also following the City's Curb Ramp Design Guidelines to the maximum extent feasible. Improvements to stormwater infrastructure, other than modifying cross-drain systems, would likely increase construction costs by a minimum of 150%,¹ which cannot be achieved within the Project budget and are

¹ Based on a simple construction cost ratio of approximately 3:2 for stormwater vs. sidewalk/curb ramp bid items under the Marin Avenue Pavement & Curb Rehabilitation Project – Phase 2. This increase does not consider that Marin Phase 2 constructed new sidewalk areas with curb radii reduction and that there was an existing stormwater main under Marin Avenue. As such, stormwater improvements on Solano would likely be greater than a 150% Project construction increase but are difficult to accurately quantify without further evaluation.

not recommended for an interim project such as this. Furthermore, unlike the majority of the City, there is a large cluster of underground utilities, such as electrical and telecommunications, within Solano Avenue's sidewalks and corners.

When considering the complications with drainage and utilities, field investigation and survey efforts are critical in identifying issues and conflicts early in design for swift, cost-effective Project construction. Staff requested a proposal for engineering design services from Parametrix. Parametrix provided a proposal for engineering design services divided into two phases: (1) preliminary study & engineering and (2) final design. Phase 1 consists of field investigation, detailed topographic surveying, preliminary engineering, and completion of a 35% conceptual design plan. Phase 2 consists of completion of the 95% plans, specifications, and estimate (PS&E) for review and delivery of the 100% PS&E submittal for construction bidding.

Per AMC §13-20, sole-source awards may be conducted when "strict compliance with competitive selection or bidding requirements would be unavailing, or would not produce an advantage, or would be undesirable, impractical, or impossible." Staff has reviewed Parametrix's estimate and has found it to be competitive with other firms offering this service and appropriate for the Project scope. Parametrix is on the City's on-call list of civil engineering firms and has provided consultation and design services on multiple City transportation projects, displaying a robust knowledge of the City's standards and guidelines. Furthermore, Parametrix is currently working on the City's Active Transportation Plan (ATP). As part of the ATP update, Parametrix has been studying Solano Avenue and completed a technical memorandum regarding potential transportation modifications to the Upper Solano Avenue corridor. Lastly, in order to meet the ADA settlement deadlines and begin Project construction in 2028, time is of the essence. If a different consultant is used for the Project, it would require additional staff and consultant time/cost to accommodate for the removal of Parametrix's working experience and tacit knowledge of Solano Avenue and of the City's transportation and curb ramp discretionary preferences.

Ultimately, staff recommend award of Contract No. C25-52 to Parametrix in the not-to-exceed amount of \$194,700 for Phase 1 of design for the Project. Additional funding will be proposed at a future date for Phase 2 design services.

SUSTAINABILITY CONSIDERATIONS

This project supports the following Climate Action & Adaptation Plan goal(s):

Area 1. Advance active, shared, and electric transportation

Goal 1: Decrease passenger vehicle miles traveled (VMT) through use of alternative modes.

Approach: Encourage active transportation through infrastructure and parking management.

The Upper Solano Curb Ramps Project (CIP No. 24014) was established for the replacement of non-compliant curb ramps on Solano Avenue. This Project allows for greater non-motorized mobility throughout the City by disabled persons, strollers, and able-bodied persons in general, promoting active transportation (i.e. non-motorized travel). Decreasing passenger vehicles miles traveled contributes to reduced air emissions throughout the region.

CITY COUNCIL STRATEGIC PLAN

This Project supports the following City Council Strategic Plan goal(s):

Goal 3: Promote Streets that Support Safety, Transportation, and Mobility Options

The City's Local Roadway Safety Plan in connectivity with the ATP help guide transportation and mobility enhancement projects within the City. The ATP identifies upgrading sidewalks and curb ramps to meet ADA standards, as is being performed under this Project. In addition, curb ramp improvements afford greater mobility by disabled persons, strollers, and able-bodied persons in general, promoting active transportation (i.e. non-motorized travel).

FINANCIAL SUMMARY

The budget for this Project (CIP No. 24014) was approved and appropriated by the Council as part of the City's Capital Improvement Plan in July 2025 (Resolution No. 2025-52). The expenditures for the Project are estimated as follows:

Project Expenditure	Cost
Professional Services	\$ 194,700
Total Expenditures	\$ 194,700

The currently appropriated project budget is as follows:

Funding Source	Appropriation
1201 Meas BB Local Sts & Rds (1201)	\$ 200,000
Total Budget	\$ 200,000

The project appropriation of \$200,000 is scheduled in the CIP Plan for FY27, which was authorized by the Council at the time of CIP Plan adoption. The action recommended at this time is to fund this project appropriation in FY26 and remove the appropriation from FY27; essentially moving up the funding for the project to the current fiscal year. As of January 23, 2026, there have been no expenditures or encumbrances into active contracts under this Project. The contract recommended for award in this report is within the recommended project funding appropriations.

Attachments

1. Resolution No. 2026-04
2. Contract No. C25-52

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO AWARD CONTRACT NO. C25-52 TO PARAMETRIX
FOR DESIGN SERVICES FOR THE UPPER SOLANO CURB RAMPS PROJECT
(CIP NO. 24014) AND ADJUSTING PROJECT APPROPRIATIONS**

WHEREAS, the case settlement included a commitment to provide accessible curb ramps in the Upper Solano Avenue area by December 2029; and

WHEREAS, in July 2025, the City Council approved Resolution No. 2025-52, adopting the FY2024/25 – 2028/29 Capital Improvement Plan and appropriating funds for the first three fiscal years of the Plan, including funding the Upper Solano Curb Ramps Project (CIP No. 24014); and

WHEREAS, staff requested, and Parametrix, Inc. provided, a proposal for design services of the Upper Solano Curb Ramps Project, which staff has deemed to be fair and appropriate.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to award Contract No. 25-52 to Parametrix for Phase 1 of design services of the Upper Solano Curb Ramps Project for the not-to-exceed amount of \$194,700, and authorizes appropriation of \$200,000 in Measure BB Local Streets & Roads funds for CIP No. 24014 for FY26, and removing said appropriation in FY27.

PEGGY McQUAID, MAYOR

**CONTRACT #C25-52
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF ALBANY
AND PARAMETRIX, INC.**

FOR: Upper Solano Avenue Curb Ramps Project

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 2026 by and among the City of Albany a California charter city ("CITY") and **Parametrix, Inc.** [Washington corporation, partnership, LLC or LLP, or individual] ("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 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of **one year (365 calendar days)** 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. The total compensation, including reimbursement for actual expenses, shall not exceed **\$194,700.00** 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, in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, 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. 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 14. 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 15. INDEMNIFICATION.

(a) To the fullest extent permitted by law, 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, protect and hold harmless INDEMNITEES from and against, any and all liabilities, 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 negligent 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 except CLAIMS caused by the sole negligence or willful misconduct of INDEMNITEES.

(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 indemnify and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (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.

SECTION 16. 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 17. 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 18. 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 19. 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.

SECTION 20. DEFAULT.

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.

SECTION 21. EXCUSABLE DELAYS.

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.

SECTION 22. COOPERATION BY CITY.

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.

SECTION 23. NOTICES.

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 CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: David Parisi
Parametrix, Inc.
6001 Shellmound Street, Suite 500
Emeryville, CA 94608

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 24. 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 25. BINDING EFFECT.

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

SECTION 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

Signed by:
By Craig Shannon
14174EA348C84D0...
(Authorized Officer)

Name: Craig Shannon

Title: Vice President

By _____
(Authorized Officer)

Name:

Title:

ATTEST:

Anne Hsu, City Clerk

Date _____

City of Albany Business License

BL # 28001670

Expiration Date:

December 31, 2026

EXHIBIT A

SCOPE OF SERVICES

City of Albany
On-Call Engineering Services
Upper Solano Avenue Curb Ramps Project

Introduction

Parametrix is pleased to present this work plan outlining engineering services to support the City of Albany (City) in the design of curb ramp improvements along Solano Avenue between Key Route Boulevard and Tulare Avenue. Our team includes topographic survey support and a Certified Access Specialist (CASP) to evaluate ADA and PROWAG compliance and identify appropriate alternative treatments where constraints exist. Our proposed work plan will result in construction-ready improvement plans.

Parametrix brings a thoughtful, risk-aware approach to curb ramp design that aligns with the City of Albany's priorities for accessibility, constructability, and defensible ADA compliance. For the Solano Avenue corridor, our team emphasizes timely identification of geometric, drainage, utility, tree, and right-of-way constraints to support informed City decision-making and minimize downstream redesign and construction impacts. By integrating survey, engineering judgment, and CASP input at key design decision points, Parametrix will help the City navigate complex tradeoffs while maintaining control over final design decisions. Our approach prioritizes practical, implementable solutions that enhance accessibility, minimize construction risk, and support timely delivery of bid-ready plans.

Task 01 – Project Management

Objective

The objective of this task is to provide overall project management for the consultant contract with the City. This task includes the following project management activities:

- **Project Planning:** Document and communicate the scope of work, budget, and schedule to serve as a roadmap for the project team. Coordinate project team activities and address issues throughout the project duration.
- **Budget and Schedule Tracking:** Track the project budget and schedule using Parametrix in-house tools to confirm that progress remains aligned with expenditures and milestones.
- **Design Team Coordination:** Facilitate bi-weekly design team meetings and maintain an issues list to document design decisions, action items, and follow-up items.
- **Progress Reporting and Invoicing:** Prepare monthly invoices and progress summaries documenting services performed by Parametrix.
- **Project Correspondence:** Prepare written correspondence, as needed, to document project management issues, decisions, and coordination items.

Deliverables

Deliverables for this task include:

- Biweekly check-in meetings.

- Project management correspondence, as needed.
- Monthly progress reports submitted with invoices.

Assumptions

Assumptions for this task include:

- Project duration is anticipated to be approximately 11 months, assuming timely City review.
- Major changes to project scope or level of effort will be addressed through a separate authorization.

Task 02 – Survey and Existing Conditions

Objective

Develop a baseline understanding of existing curb ramp conditions along Solano Avenue by collecting topographic survey data and documenting existing physical conditions and constraints to support subsequent engineering analysis and design.

Subtask 02-01 – Topographic Survey

Objective/Goal

Collect detailed topographic survey data necessary to support curb ramp evaluation, conceptual design, and preparation of construction documents.

Approach

The survey subconsultant (CSWST2) will perform a detailed topographic survey within the project limits along Solano Avenue. Survey activities will include research, aerial imagery to support planning and field data collection, establishment of horizontal and vertical control, and topographic field surveying and mapping. Field data collection will document curb ramps, sidewalks, roadway features, curb and gutter, flowlines, and associated elevations. The survey will also capture visible surface features and appurtenances, including utilities, signs, poles, signal equipment, utility structures, landscaped areas, tree wells, bollards, bicycle parking infrastructure, and other surface features relevant to curb ramp design.

The resulting survey data will serve as a basemap for conceptual drawings and final design drawings for the Upper Solano Avenue Curb Ramps Project.

Deliverables

- Field collected point files
- Survey Control Table and Report
- Topographic AutoCAD base file
- Aerial imagery

Assumptions

Assumptions for this task include:

- Survey deliverables will conform to City and Parametrix CAD standards.
- Surveyor will use proper geolocation practices, including establishing and delivering data on the correct horizontal and vertical datum as required by the City (e.g., NAD83, NAVD88), with appropriate transformation parameters applied.
- No additional datum conversions or coordinate system adjustments by Parametrix are required beyond standard QC.
- Boundary survey is not included.

Subtask 02-02 – Field Review and Existing Conditions Documentation

Objective/Goal

Identify and catalog existing curb ramps, document visible conditions and identify physical constraints that may affect curb ramp compliance or feasibility.

Approach

Using survey data, GIS mapping, City-provided utility record drawings and as-built information, and field verification, Parametrix will identify curb ramps at intersections and midblock crossings within the project limits. Each curb ramp will be assigned a unique identifier, and the total number of ramps within the corridor will be confirmed.

Field review will confirm and document ramp configuration, general geometry, surface condition, and pedestrian connectivity. Visible constraints will be recorded, including utilities, signal equipment, manholes, valves, utility boxes, driveways, drainage structures, berms, landscaping, retaining features, limited right-of-way, appurtenances, and adjacent property access. Locations where constraints may limit achievable slopes or landing dimensions will be noted and flagged for further evaluation during Preliminary Engineering.

The survey subconsultant will submit standard utility locate requests and coordinate with utility locators to identify surface indications of underground utilities. This effort is intended to support awareness of potential utility constraints only and does not include subsurface utility engineering (SUE) or verification.

Deliverables

- Curb ramp inventory list with constraint notes
- Location map showing ramp IDs

Assumptions

- All ramps are accessible for visual inspection
- Inventory reflects existing conditions only
- Detailed ADA compliance determinations will occur during later design phases.

- Utility information will be based on visible surface features, City-provided utility records, and information obtained through standard utility locate requests made in support of survey activities. Subsurface Utility Engineering (SUE), utility designation, potholing, test pits, depth verification, and full utility coordination are not included unless specifically authorized in writing by the City.

Task 03 – Preliminary Engineering

Objective

Interpret survey and existing conditions data to evaluate nonstandard and noncompliant curb ramps, identify feasible engineering solutions, and develop concept-level curb ramp improvement alternatives to support City decision-making and advance selected locations toward Plans, Specifications, and Estimate (PS&E).

Approach

Parametrix will review survey data and existing conditions documentation developed under Task 02 and perform an engineering-level assessment of curb ramp geometry, grades, pedestrian connectivity, and drainage considerations to identify nonstandard or noncompliant conditions. The assessment will focus on identifying constraints that may affect curb ramp feasibility, constructability, or compliance, including utilities, drainage features, trees, right-of-way limitations, and adjacent access conditions.

Based on this assessment, Parametrix will develop concept-level curb ramp improvement alternatives, which may include adjustments to ramp orientation, landing configuration, sidewalk geometry, or grading transitions, as appropriate to address identified constraints. Alternatives will be evaluated at a planning level to inform City decision-making and selection of preferred approaches for advancement into design.

Existing diagonal and blended curb ramp configurations will be reviewed as part of the concept-level evaluation to assess whether directional ramp configurations may be feasible, subject to site constraints and City guidance.

Parametrix will prepare summary materials to communicate key findings, constraints, and recommended next steps to the City.

The curb ramp information shown in Table 1 below illustrates planning-level assumptions used to estimate overall project scale. For each intersection corner, the ramp type and leading number reflect the number of curb ramps identified through review of available aerial imagery. Where a number appears in parentheses, this value represents a planning-level adjustment to the observed count used to estimate the total number of curb ramps anticipated for the project, such as where existing diagonal or blended ramp configurations may not fully align with current directional ramp guidance. Values shown in parentheses were developed solely for project scoping and fee-estimating purposes and do not represent final design decisions. Final curb ramp quantities, types, and locations will be determined during subsequent design phases in coordination with the City.

Table 1. Summary of Existing Curb Ramp Configurations and Ramp Count Assumptions

#	Intersection	Corner and Existing Curb Ramps				
		Northwest	Northeast	Southwest	Southeast	Total
1	Key Route Blvd West	1-Directional	1-Directional	--	--	2
2	Key Route Blvd East	1-Blended Transition (1)	1-Directional (1)	1-Directional (1)	1-Directional (1)	4 (4)
3	Pomona Ave	Diagonal (1)	Diagonal (1)	Diagonal (1)	Diagonal (1)	4 (4)
4	Ramona Ave	1-Directional	Diagonal (1)	1-Directional (1)	1-Directional	4 (2)
5	Carmel Ave West	Diagonal (1)	1-Directional	Driveway	--	3 (1)
6	Carmel Ave East	--	--	1-Directional	1-Directional	2
7	San Carlos Ave	1-Diagonal (1)	1-Directional	N/A (1)	N/A	2 (2)
8	Sante Fe Ave	2-Directional*	2-Directional*	1-Directional* (1)	2-Directional	7 (1)
9	Curtis St	2-Directional	Diagonal (1)	Diagonal (1)	2-Directional*	6 (2)
10	Neilson St	Diagonal (1)	1-Directional (1)	Diagonal*	Diagonal (1)	4 (3)
11	Peralta Ave	1-Diagonal (1)	2-Directional	2-Directional	Diagonal* (1)	6 (2)
12	Ordway St/ Tacoma Ave	1-Diagonal (1)	1-Directional	1-Diagonal (1)	1-Directional	4 (2)
13	Ventura Ave	1-Directional	--	Diagonal (1)	1-Directional	3 (1)
14	Tulare Ave	1-Directional	(Not in scope) ²	2-Directional*	(Not in scope)	3
					Total	54 + (24) = 78

*Potentially ADA /PROWAG compliant

¹ The number within the parentheses denotes planning-level adjustments used to estimate overall project scale. Existing curb ramps that appear potentially compliant will be reviewed in detail during design and may be retained where feasible. Only curb ramps determined to be non-compliant or otherwise requiring modification will be reconstructed or newly constructed.

² Outside City limits.

Prior to each formal design submittal (35%, 95%, and 100%), Parametrix will perform an internal quality assurance/quality control (QA/QC) review to verify consistency with approved concepts, applicable standards, and project requirements. QA/QC review comments and responses will be documented and tracked to support clear resolution and coordination throughout the project duration.

Deliverables

- 35% Conceptual Design Plans

Assumptions

- Design will be prepared in accordance with City of Albany standards and applicable Caltrans Standard Plans and Specifications.
- Utility considerations during Preliminary Engineering are limited to awareness of visible surface features, survey information, and record information provided by the City. Design scope will address curb ramps associated with existing marked crosswalks. New crosswalks are excluded from this work scope; new curb ramps to facilitate new marked crossings are excluded from this work scope.

NOTE: Task 4 ("Phase 2") not included in C25-52 base contract



Task 04 – Plans, Specifications, & Estimate (PS&E)

Task Objective

At the City's request, the traditional intermediate 65% plan submittal has been replaced with a focused CASp Design Workshop. The task objective is to refine the conceptual design and prepare bid-ready construction documents for curb ramp improvements along Solano Avenue that address nonstandard or noncompliant conditions and meet ADA/PROWAG requirements, City standards, and applicable codes.

Subtask 04-01 – CASp Design Workshop

Objective/Goal

The objective of this subtask is to establish early alignment on ADA and PROWAG design approach for the Solano Avenue corridor through a focused, facilitated review of representative curb ramp locations. The workshop is intended to inform and guide subsequent detailed design by identifying agreed-upon design principles and strategies for addressing common constraints.

Approach

At the beginning of the 95% design phase, Parametrix will facilitate a CASp Design Workshop to review two to three (2–3) representative curb ramp locations. Parametrix will prepare layouts and grading excerpts for the selected locations to support discussion of ramp orientation, grading and landing strategies, drainage considerations, and resolution of typical constraints such as trees, utilities, and right-of-way limitations.

The workshop will be conducted as a single sit-down meeting (approximately 2–3 hours) with participation by Parametrix, the CASp (Cal Accessibility), and City staff. The discussion will focus on confirming general ADA design principles and approaches that can be applied consistently across the corridor.

Following the workshop, Parametrix will prepare a brief Workshop Summary Memorandum documenting key discussion points, agreed-upon design principles, and any items requiring City confirmation. These principles will be incorporated into the 95% design submittal.

Deliverables

- Exhibits for 2-3 representative curb ramp locations
- One (1) facilitated CASp Design Workshop
- Workshop Summary Memorandum documenting agreed-upon ADA design principles and guidance

Assumptions

- The CASp Design Workshop is advisory in nature and is not a plan-level compliance review, certification, or approval of individual curb ramp locations.
- Review will be limited to two to three (2–3) representative locations and will not include corridor-wide review of all curb ramps.
- One (1) workshop meeting is included; additional meetings or expanded review will require separate authorization.
- Design principles established during the workshop will be applied during preparation of the 95% design submittal.
- Any additional CASp involvement beyond the workshop, including optional review of the 95% design submittal, is addressed under separate tasks or allowances as defined elsewhere in this scope.

Subtask 04-02 – 95% Design (Develop Plans, Specifications, and Estimate)

Objective/Goal

Prepare a coordinated, near-final set of Plans, Specifications, and Estimate (PS&E) for curb ramp improvements along Solano Avenue. The 95% design will incorporate approved 35% concepts and the design principles established through the CASp Design Workshop, and will include most of the detailed grading, geometric resolution, and quantity development necessary to support City review prior to final design.

Approach

Parametrix will advance the design from the approved 35% conceptual level to a coordinated 95% PS&E package. This effort will include detailed development of curb ramp geometry, grading, and pedestrian circulation to address nonstandard or potentially noncompliant conditions identified during earlier phases.

Design development will incorporate the design principles and guidance established during the CASp Design Workshop and will apply those principles consistently across the corridor. The 95% design will include resolution of ramp orientation, landing configuration, cross slopes, and tie-ins to existing sidewalks, curb, and gutter, as well as identification and resolution of drainage considerations affecting curb ramp performance.

Utility features, trees, and other surface constraints identified during survey and existing conditions review will be coordinated and addressed within the limits of curb ramp impacts. Detailed grading

will be developed at curb ramp locations to demonstrate compliance feasibility and constructability. Quantities and a detailed engineer's cost estimate will be prepared based on the 95% design.

A comment-response matrix will be prepared to document comments received from the City at the 35% submittal and CASp workshop, comment disposition, and how each comment has been addressed in the design. The plan set will include the following drawings:

- Cover Sheet (1)
- General Notes, Legend, & Abbreviations (1)
- Survey Control Plan (1)
- Construction Details (2)
- Demolition Plans (7)
- Utility Plans (4)
- Curb Ramp Improvement and Grading Plans (12)
- Drainage Plan and Profile Plans (6)
- Signing and Striping Plans (6)
- Staging Plans (4)
- **Total Number Sheets: 44**

Deliverables

- 95% Design PS&E Package
- Updated Comment-Response Matrix

Assumptions

- The 95% design represents the first fully developed PS&E submittal, as the traditional 65% design submittal has been replaced by the CASp Design Workshop.
- One (1) round of City review is assumed for the 95% PS&E submittal.
- Design refinements are limited to addressing comments received at 35% and the CASp Design Workshop.
- Any additional CASp involvement beyond the workshop, including optional review of the 95% design submittal, will be provided under separate tasks or allowances if requested by the City.
- Utility coordination is limited to consideration of visible surface features, survey information, and record information provided by the City; Subsurface Utility Engineering (SUE), potholing, and depth verification are not included unless separately authorized. Utility relocation design is limited to curb ramp impacts only.
- Significant scope changes or new design direction identified during the 95% review may require additional services through a separate authorization.

Subtask 04-03 – 100% Design (Final PS&E Package)

Objective/Goal

Prepare final, bid-ready PS&E documents suitable for advertising.

Approach

Incorporate final City comments from the 95% submittal and perform final QA/QC on plans, quantities, and specifications. Prepare final construction drawings, technical specifications, and special provisions, finalize the engineer's estimate, and assemble the complete PS&E package for bid advertisement.

Deliverables

- Final 100% Design PS&E Set
- Final Technical Specifications and Special Provisions

Assumptions

- The 100% design effort is limited to incorporation of City comments received at the 95% submittal stage.
- No scope changes are anticipated after the 95% design submittal.

Optional Task – Public Meetings and Outreach

Objective

Provide technical support for City-led Transportation Commission meetings associated with the Upper Solano Avenue Curb Ramps Project at the 95% PS&E milestone.

Approach

Parametrix will support up to one (1) Transportation Commission meeting occurring at the 95% PS&E milestone. Our staff will coordinate with City staff to prepare presentation materials summarizing the project scope, curb ramp improvements, ADA elements, and anticipated construction impacts.

Parametrix will attend each meeting, either in person or virtually as directed by the City, to present project information and respond to technical questions.

Meeting preparation will include coordination calls with City staff, review of presentation materials, and incorporation of City comments prior to finalization.

Deliverables

Deliverables for this task include:

- Presentation materials for one Transportation Commission meeting at 95% PS&E
- Attendance and technical support at one (1) Transportation Commission meeting

Assumptions

Assumptions for this task include:

- One (1) Transportation Commission meeting is assumed at 95% PS&E.
- Meetings will be City-led; Parametrix's role is limited to technical support.
- Materials will be based on the corresponding PS&E submittals; no additional design or analysis is included.
- This task does not include public notice, translation services, facilitation, or additional outreach activities.
- Additional meetings or scope beyond that described will be provided as additional services.

EXHIBIT B

COMPENSATION



City of Albany Upper Solano Avenue Curb Ramps

FEE PROPOSAL and SCHEDULE

		Hourly Rate		Parametrix Staff Name														
				Role on the Project		Staff Name												
						PIC / QAQC (Senior Consult.)	Andrew Lee											
						Project Manager (Senior Consult.)	Janice Reguyal											
						Senior Designer	Melanie Duenas											
						Engineer III	Maddie David											
						Engineer III	Jackson Zeng											
						Engineer III (Drainage)	Bowen Spellman											
						Engineer I/II	Sydney Chen/Martin Lopez											
						Engineer I	Anh Do											
						Sr. Project Coordinator	Shannon Ilhen											
						Project Accountant	Carolina Booth											
						Expenses (Mileage, Printed Maps, Materials)												
						Topographic Survey	CSWST2											
						CASP	Cal Accessibility											
Task SubTask Description		Labor Subtotal		Labor Hours														
Phase 1 - Preliminary Study & Engineering																		
1a	Project Management (Phase 1)	\$ 20,530	73	8	53	0	0	0	0	0	0	0	4	8	\$ -			
1.1	Project Kickoff & Coordination Meetings	\$ 7,130	23	8	15													
1.2	Project Planning, Schedule & Budget Management	\$ 4,340	14		14													
1.3	Client Communication & PM Documentation	\$ 6,200	20		20													
1.4	Contract Initiation, Invoicing, and Progress Reporting	\$ 2,860	16		4								4	8				
2	Survey & Existing Conditions	\$ 71,630	22	0	0	1	1	6		7	7	0	0	\$ 85	\$ 68,000			
2.1	Topographic Survey (CSWST2)	\$ 68,000	-												\$ 68,000			
2.2	Field Review and Existing Conditions	\$ 3,630	22		1	1	6		7	7				\$ 85				
2.2.1	Site visit and catalog of existing curb ramps and conditions	\$ 3,235					6		7	7				\$ 85				
2.2.2	Review survey and field notes	\$ 395			1	1												
3	Preliminary Engineering	\$ 102,540	607	4	9	48	121	114	7	152	152	0	0	\$ -				
3.1	Prepare 35% Conceptual Drawings	\$ 102,540	607	4	9	48	121	114	7	152	152	0	0					
3.1.1	Design Development	\$ 83,100	495		5	40	105	100	5	120	120							
3.1.2	QAQC	\$ 19,440	112	4	4	8	16	14	2	32	32							
Phase 1 Labor Totals		\$ 194,700	702	12	62	49	122	120	7	159	159	4	8	\$ 85	\$ 68,000			

Phase 2 - Final Design & Construction Support																		
1b	Project Management (Phase 2)	\$ 28,900	100	4	84	0	0	0	0	0	0	4	8	\$ -				
1.1	Project Kickoff & Coordination Meetings	\$ 10,540	34	4	30													
1.2	Project Planning, Schedule & Budget Management	\$ 9,300	30		30													
1.3	Client Communication & PM Documentation	\$ 6,200	20		20													
1.4	Contract Initiation, Invoicing, and Progress Reporting	\$ 2,860	16		4							4	8					
4	PS&E Submittal (CASP Workshop, 95%, 100%)	\$ 126,250	722	10	29	55	138	134	40	164	152	0	0	\$ -				
4.1	CASP Design Workshop	\$ 4,550	20	0	8	2	4	0	0	6	0	0	0					
4.1.1	Workshop Prep (Materials, compilation/log, coordination)	\$ 2,690	14		2	2	4		0	6	0							
4.1.2	Workshop & Documentation	\$ 3,040	6	0	6			0	0	0							\$ 1,180	
4.2	Prepare 95% Plans, Specs, Estimate	\$ 94,565	555	4	14	34	102	104	35	134	128	0	0				\$ -	
4.2.1	Design Development	\$ 82,960	496		8	24	96	96	32	120	120							
4.2.2	Specifications	\$ 920	5		0	1		4		0								
4.2.3	Cost Estimate	\$ 1,675	10		0	1	2	0	1	6								
4.2.4	QAQC	\$ 9,010	44	4	6	8	4	4	2	8	8							
4.3	Prepare 100% Plans, Specs, Estimate	\$ 27,135	147	6	7	19	32	30	5	24	24	0	0					
4.3.1	Design Development	\$ 14,650	84		2	8	24	20	2	16	12							
4.3.2	Specifications	\$ 790	4		0	2		2		0								
4.3.3	Cost Estimate	\$ 1,635	9		1	1		2	1	0	4							
4.3.4	QAQC	\$ 10,060	50	6	4	8	8	6	2	8	8							

Phase 2 Labor Totals	\$ 155,150	\$ 822	\$ 14	\$ 113	\$ 55	\$ 138	\$ 134	\$ 40	\$ 164	\$ 152	\$ 4	\$ 8	\$ -					
Contingency	\$ 10,000	Contingency to address unanticipated utility conflicts																
Parametrix Phase 2 Base Fee Plus Contingency	\$ 165,150																	

Parametrix Base Fee Proposal Total (Phases 1 & 2)	\$ 359,850
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OPTIONAL TASK FEE PROPOSAL

Task SubTask Description		Lump Sum Labor + Sub Cost		Labor Hours														
OPT	Public Meetings & Outreach	\$ 10,010	10	5	7	2	4	2	0	16	16	0	0	0				
5.1	Preparation of outreach material	\$ 6,910			2	2	4	2		16	16							
5.2	One (1) meeting with Transportation Commission (95%)	\$ 3,100	10	5														
OPT	Additional CASP Peer Review	\$ 2,960	0	0	4	2	2	2	0	0	4	0	0	0				
	Coordination and Design Resolution	\$ 2,960			4	2	2	2			4							

Parametrix Fee Proposal Total (Phases 1, 2 & Optional Tasks)	\$ 372,820
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EXHIBIT C

INSURANCE

City of Albany Exhibit C
Insurance Requirements – Professional Services Agreements

I. Professional Liability Insurance

a. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

II. Commercial General Liability

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the City and its officers, officials, employees, and agents using ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

II. Business Automobile Liability

a. Consultant shall provide auto liability coverage for automobiles using ISO Business Auto Coverage form CA 00 01 (or equivalent), coverage symbol 1 – any auto (except where Consultant has no owned autos, coverage symbols 8 – hired autos and 9 – non-owned autos), with a limit of no less than two million dollars (\$2,000,000) per accident. Consultant's business automobile liability policies shall be

primary and shall not seek contribution from the City's coverage and be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Coverage shall contain a waiver of subrogation in favor of the City.

III. Workers' Compensation and Employers' Liability

a. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

a. For each insurance policy required by the Agreement, coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City by Consultant, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-:VII or higher.