



CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: February 17, 2026
Reviewed by: NA

SUBJECT: Authorization for Professional Services Contract with Parametrix, Inc. for Jackson Street Bikeway Design (CIP No. 25015)

REPORT BY: Justin Fried, Transportation and Sustainability Manager
Allison Carrillo, CIP Manager

SUMMARY

The Jackson Street Bikeway Project is a part of the Alameda County Transportation Commission (Alameda CTC) San Pablo Avenue Multi-Modal Corridor Project. The City of Albany is partnering with Alameda CTC and the University of California (UC) Berkeley to design and construct the project.

The action before the City Council is to authorize the City Manager to enter into a professional services contract with Parametrix, Inc. for time and materials not to exceed \$173,444 for detailed design for the Jackson Street Bikeway in University Village adjacent to the graduate student housing project.

STAFF RECOMMENDATION

That the City Council adopt Resolution No. 2026-07, authorizing the City Manager to execute Contract No. C26-08 with Parametrix, Inc. for detailed design services in the amount of \$173,444, using funds previously appropriated for the Jackson Street Bikeway (CIP No. 25015).

BACKGROUND

Jackson Street between Buchanan Street and the Berkeley border is owned and maintained by UC Berkeley- it is not a city right-of-way. Nonetheless, the City has an interest in completing active transportation connections for residents and has a history of leading development of active transportation projects in collaboration with UC Berkeley within UC Berkeley-owned property, including along Codornices Creek.

In early 2021, UC Berkeley staff began finalizing project plans and initial designs for graduate student housing in University Village at the corner of Jackson Street and Monroe Street. The housing project was developed as a public-private partnership between UC Berkeley and American Campus Communities (ACC), which is a private student housing development company.

Albany staff began working with UC Berkeley staff to discuss the potential for completing segments of the active transportation network in relation to the graduate student housing project. In December 2021, Councilmembers Jordan and Nason joined with UC Berkeley campus leadership and Alameda CTC staff to visit the site and facilitated an agreement to advance the project.

Parisi Transportation Consulting was tasked with developing an alternatives analysis which was presented to UC Berkeley staff. At UC Berkeley staff's request, south of Monroe is to remain as a future phase to allow flexibility for the alignment. Concurrently, the Alameda CTC San Pablo Corridors Project began developing concepts for parallel bicycle route improvements which include Jackson Street through University Village.

On May 25, 2023, Alameda CTC approved the 2024 Comprehensive Investment Plan, which included pre-construction funding for this project as part of the San Pablo Avenue Multi-Modal Corridor Project. Following this action, Alameda CTC approved additional funds on July 20, 2023, for a total allocation of \$900,000 toward the Preliminary Engineering/Environmental (PE/Env) and Plans, Specifications and Estimate (PS&E) phases of the project.

Simultaneously, in early June 2023, the concept received preliminary agreement from the UC Berkeley Rausser College of Natural Resources (which manages the Gill Tract) to utilize additional frontage from the Gill Tract, enabling a path alignment that allows for a parallel parking lane. Upon receiving preliminary agreement on the Gill Tract frontage, staff began outreach to University Village residents in coordination with UC Berkeley staff, including presenting to residents at University Village Albany Safety Day on August 19. City and UC Berkeley staff have also been coordinating this effort with the graduate student housing developer, ACC.

On October 2, 2023, the City Council approved the conceptual design for the Jackson Street Bikeway and directed city staff to work with UC Berkeley on implementation.

On December 4, 2023, the City Council adopted Resolution No. 2023-75 authorizing the City Manager to enter into a Memorandum of Understanding for the City to lead – with reimbursement from Alameda CTC – the preconstruction phases of the Jackson Street Bikeway Project.

On April 1, 2024, the City Council adopted Resolution No. 2024-20 establishing CIP Project No. 25015, authorizing professional services contracts with Zoon Engineering and BKF Engineering for Jackson Street Bikeway project management and design, and appropriating allocated Alameda CTC funds. The CIP project is for a shared use path on the east side of Jackson Street between Ohlone Avenue and Buchanan Street and for striping in-lane connections from Monroe Street to the Codornices Creek path and terminus of the 8th Street Bicycle Boulevard segment in the City of Berkeley.

The improvements adjacent to the graduate student housing project (between Ohlone Avenue and Monroe Street) were completed in the summer of 2024.

DISCUSSION

Parametrix is a full-service engineering, planning, and environmental consulting firm with offices in various cities on the west coast. In 2023, Parametrix merged with Bay Area-based Parisi Consulting, which had been retained by the city for on-call transportation-related professional services since 2019 following their work on the Adams Street and Kains Avenue Traffic Calming and Bikeway Study.

Parametrix prepared the conceptual designs approved by City Council in 2023. Detailed design was performed by BKF for Phase 1 as they were the designers for ACC on the graduate student housing and this facilitated revising designs to include the bikeway. BKF was awarded the design contract in 2024 to continue this work for CIP Project 25015 to complete the bikeway north to Buchanan. The conceptual design was presented to the Transportation Commission on February 27, 2025 as well as reviewed with Ocean View Elementary and UC Berkeley stakeholders. Additional comments and transportation considerations were raised through these discussions. BKF has not been able to address these comments to the satisfaction of staff, leading to delays in the design development. Given the Parametrix design team familiarity with local considerations, remaining design development needs, and funding timeline constraints on this project, staff is recommending authorization of a contract with Parametrix to complete the remaining design work for this project.

SUSTAINABILITY CONSIDERATIONS

The City's Climate Action Plan Action 1.1.2 calls for the expansion and enhancement of low stress bicycle infrastructure facilities throughout the City. Providing cycling facilities separated from vehicle traffic along the Slow Bikeways Network improves cyclist safety, helping to support cycling as a viable alternative to short motor vehicle trips.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

The proposed design services will help deliver a project that improves bicycle and pedestrian safety for the diverse population of residents that rent apartments in University Village.

CITY COUNCIL STRATEGIC PLAN INITIATIVES

The proposed design services will help implement cycling network improvements identified in the Active Transportation Plan.

Strategic Plan Goal 3: Promote Streets that Support Safety & Transportation Mobility Options.

FINANCIAL CONSIDERATIONS

The contract is within the amount previously appropriated by City Council for CIP Project No. 25015 and to be reimbursed under the 2024 Memorandum of Understanding (MOU) with Alameda CTC regarding the Jackson Street Bikeway Project. Funding for the project will be issued to the City on a reimbursement basis for expenditures incurred, as per the adopted MOU. Coordination with Alameda CTC, UC Berkeley, and consultant engineers will continue to require staff time under existing department budgets.

Attachments

1. Resolution No. 2026-07
2. Contract No. 2026-08

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH PARAMETRIX, INC.
FOR THE JACKSON STREET BIKEWAY DESIGN SERVICES**

WHEREAS, the Jackson Bikeway concept received preliminary agreement from the UC Berkeley Rausser College of Natural Resources to utilize additional frontage from the Gill Tract from Ohlone Avenue to Buchanan Street; and

1 **WHEREAS**, on October 2, 2023, the City Council approved the conceptual design for
2 the Jackson Street Bikeway and directed city staff to work with UC Berkeley on
3 implementation; and
4

5 **WHEREAS**, on December 4, 2023, the City Council adopted Resolution No. 2023-75
6 authorizing the City Manager to enter into a Memorandum of Understanding for the City to
7 lead – with reimbursement from Alameda CTC – the preconstruction phases of the Jackson
8 Street Bikeway Project; and
9

10 **WHEREAS**, on April 1, 2024, the City Council adopted Resolution No. 2024-20
11 establishing CIP Project No. 25015, authorizing professional services contracts with Zoon
12 Engineering and BKF Engineering for Jackson Street Bikeway project management and
13 design, and appropriating allocated Alameda CTC funds; and
14

15 **WHEREAS**, the conceptual design was presented to the Transportation Commission on
16 February 27, 2025 as well as reviewed with Ocean View Elementary and UC Berkeley
17 stakeholders, and BKF has not addressed additional comments to the satisfaction of city staff,
18 leading to delays in design development; and
19

20 **WHEREAS**, Parametrix, Inc. is a full-service engineering, planning, and environmental
21 consulting firm which has been retained by the city for on-call transportation-related
22 professional services since 2019, first as Parisi Transportation Consulting and then as
23 Parametrix following them joining in 2023; and
24

25 **WHEREAS**, Parmetrix, Inc. prepared the conceptual designs for the Jackson Street
26 Bikeway approved by City Council in 2023 and is recommended by staff to complete the
27 remaining design work given the team’s familiarity with local considerations, remaining
28 design development needs, and funding timeline constraints on the project.
29

NOW, THEREFORE BE IT RESOLVED, that that the City Council hereby authorizes the City Manager to to execute Contract No. C26-08 with Parametrix, Inc. for the Jackson Street Bikeway detailed design services in an amount not-to-exceed \$173,444.

PEGGY McQUAID, MAYOR

CONTRACT NO. C26-08
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND PARAMETRIX, INC.

FOR PROJECT: JACKSON STREET BIKEWAY DESIGN

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 20 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of **two years (730 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 for services satisfactorily rendered under this AGREEMENT. The total compensation payable, including reimbursement for actual expenses, shall not

exceed \$173,444 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. 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) 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, defend, 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 damages 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 defend, 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.

(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.

SECTION 21. 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 22. 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 23. 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 24. 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
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To CONSULTANT:	David Parisi Parametrix, Inc. 6001 Shellmound Street, Suite 500 Emeryville, CA 94608
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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: (#C26-08)

CONSULTANT:

By _____

Nicole Almaguer, City Manager

Date _____

By Craig Shannon _____

(Authorized Officer) 02/10/26

Name: **Craig Shannon**

Title: **Vice President**

ATTEST:

By _____

(Authorized Officer)

Name:

Anne Hsu, City Clerk

Title:

Date _____

City of Albany Business License

BL # 28001670

Expiration Date: 12/31/2026

Albany Jackson St Bikeway Design Contract

Final Audit Report

2026-02-10

Created:	2026-02-10
By:	Marriah McCreery (mmccreery@parametrix.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhUFQtLjkcA6eoO28PPORiK-N90eNVUqj

"Albany Jackson St Bikeway Design Contract" History



Document created by Marriah McCreery (mmccreery@parametrix.com)

2026-02-10 - 6:58:43 PM GMT



Document emailed to Craig Shannon (CShannon@parametrix.com) for signature

2026-02-10 - 6:58:48 PM GMT



Email viewed by Craig Shannon (CShannon@parametrix.com)

2026-02-10 - 6:59:21 PM GMT



Document e-signed by Craig Shannon (CShannon@parametrix.com)

Signature Date: 2026-02-10 - 7:32:43 PM GMT - Time Source: server



Agreement completed.

2026-02-10 - 7:32:43 PM GMT



Adobe Acrobat Sign

Parametrix No. 474-8976-001

Justin Fried
City of Albany, Transportation and Sustainability Manager
1000 San Pablo Avenue
Albany, CA 94706

Re: Proposal for Final Design and Construction of the Jackson Street Multiuse Path Project

Dear Mr. Fried:

Pursuant to your request, Parametrix Inc. is pleased to present this proposal to the City of Albany (City) to prepare construction documents (i.e., plans, specifications, and cost estimate, or PS&E) for Jackson Street multi-use path improvements from 8th Street to Buchanan Street.

PROJECT UNDERSTANDING AND ASSUMPTIONS

Based on our conversation the City had preliminary to intermediate plans developed for a new two-way separated bikeway (Class IV bikeway or cycle track) along the east side of Jackson Street from Ohlone Avenue to Buchanan Street with accessibility improvements at the Ohlone Avenue intersection. New striping plans were also included for shared use lanes extending south from Ohlone Avenue to 8th Street Other improvements included limited areas of pavement repair, utility relocation, concrete and asphalt bike and pedestrian facilities.

The design scope includes the following assumptions:

- Design work on this task order will begin once the operational analysis and design concept for the intersection of Jackson and Buchanan Streets are approved by the City.
- Design, survey, and mapping files performed by others will be provided to Parametrix by the City.
- A photometric study will be performed by the City and Parametrix may incorporate new lighting if determined by the City's study and federal eligibility as optional services, item 3.
- Relocation of a signal controller with new battery backup will be included in the project.
- ADA ramp design will use the City of Albany standards.
- City will be responsible for tree and irrigation system design or type selection and installation.
- Parametrix will incorporate recommendations for pavement sections from the plans provided by the City.
- Parametrix will provide a construction phasing plan to account for rerouting of Buchanan Street pathway traffic. Final traffic control plans will be the contractor's responsibility.
- Caltrans will complete NEPA/CEQA studies.
- Optional services, included for pavement evaluation and recommendations may support pavement design for multi-use path or roadway as needed.
- Project construction is planned for summer of 2027.
- No geotechnical study will be performed as part of the project.
- An easement or license agreement may be needed from UC Berkley which will be provided by the City.
- City will provide front end specifications and technical specifications to be prepared by Parametrix and will utilize City standards.
- Three submittals will be developed (Revised 65%, 95%, and Final).



SCOPE OF WORK

Our work plan includes five tasks.

Task 1: Project Management and Administration

Parametrix will schedule and facilitate a project kick-off meeting, four virtual progress review meetings with City staff, these may include plan comment review. Parametrix will also manage the project activities including reporting, invoicing and document control for Tasks 2 through 5.

Parametrix will support staff-level and interagency meetings as needed.

Task 1 Deliverables:

- *Meeting summaries*
- *Monthly invoice packages*

Task 2: Revise and Complete 65% Plan Set

Parametrix will address City comments on the plan set provided by City and submit a 65% plan set consisting of the following sheets:

- Title Sheet, General Notes, Key Map (3)
- Existing Conditions and Demolition Plan (2)
- Survey Control (1)
- Improvement Plan (2)
- Construction Phasing (2)
- Drainage Plan (1)
- Signage and Striping (4)
- Grading Plan (2)
- Signal/Utility Plan (1)
- Construction Details (3)
- Erosion Control Plan Details (4)
- Striping Details (1)

Parametrix will review existing proposed pavement sections and traffic studies to validate or recommend pavement rehabilitation and replacement sections.

Task 2 Deliverable:

- *Revised 65% Plans and Cost Estimate*
- *Pavement Section Recommendations*
- *Response to Comments Matrix*
- *Field Visit*

Task 3: 95% Plans and Construction Cost Estimate

Parametrix will advance the 65% plan sheets listed above and cost estimate incorporating City review comments to 95%.

Task 3 Deliverable:

- *95% Plans, Draft Technical Specifications and Estimate*
- *Response to Comments Matrix*
- *Field Visit*



Task 4: Final Plans, Specifications and Estimate

Parametrix will advance the 95% plans, technical specifications and cost estimate to final and submit sealed PS&E set for bidding.

All plans will be produced and submitted electronically (i.e., PDF).

Task 4 Deliverable:

- *Final sealed Plans, Specifications, and Cost Estimate*
- *Response to Comments Matrix*

Task 5: Optional Services

Pavement evaluation services may include deflection and/or coring and pavement structural sections as needed.

Lighting plan as needed based on eligibility for federal funding.

Parametrix to provide support during bidding and construction including review of contractor submittals and respond to requests for information (RFIs).

Provide record drawings at the completion of construction as needed.

Task 5 Deliverable:

- *Core Report*
- *Pavement Structural Section Recommendation*
- *Lighting Plan*
- *Review and respond to RFIs and submittals as required*
- *Record drawings and close out support*

SCHEDULE AND BUDGET

Upon receipt of authorization to proceed once the Buchanan and Jackson intersection configuration is approved, Parametrix will prepare 65% plans within 6 weeks, 95% within 6 weeks and final plans within 3 weeks, each from receipt of City submittal comments. Three weeks is assumed for each City review and comment period.

Parametrix will conduct all work on a time-and-materials basis for \$144,312. Our fee estimate is provided on the following page. The additional optional services are also included in the fee estimate for \$29,132.

Please let me know if you have any comments or questions.

Sincerely,

Parametrix



Andrew Lee
Senior Consultant



Jeff Hale
Senior Consultant





Task	SubTask	Description	Dollars
01		PROJECT MANAGEMENT & ADMINISTRATION	\$11,315.00
	01	Kick-Off and 4 Virtual Check-In Meetings with City	\$3,875.00
	02	Staff and Interagency Meetings (4)	\$2,480.00
	03	Management of Project Activities	\$4,960.00
02		REVISE AND COMPLETE 65% PLAN SET	\$43,920.00
	01	65% Plan	
		Title Sheet, General Notes, Key Map (3)	\$1,160.00
		Existing Conditions and Demolition Plan (2)	\$5,280.00
		Survey Control(1)	\$290.00
		Improvement Plan (2)	\$5,860.00
		Construction Phasing (2)	\$4,800.00
		Signage and Striping (4)	\$4,800.00
		Grading Plan (2)	\$4,800.00
		Signal/Utility Plan (1)	\$7,880.00
		Construction Details (3)	\$1,160.00
		Erosion Control Plan Details (4)	\$1,200.00
		Striping Details (1)	\$580.00
		Quantity Summaries	\$1,240.00
	02	Cost Estimate	\$1,030.00
	03	Field Visit	\$1,240.00
	04	QA/QC	\$2,600.00
03		95% PLANS, SPECIFICATIONS AND COST ESTIMATE	\$47,440.00
	01	95% Plans	
		Title Sheet, General Notes, Key Map (3)	\$580.00
		Existing and Demolition Plan (2)	\$6,040.00
		Survey Control(1)	\$290.00
		Improvement Plan (2)	\$5,280.00
		Construction Phasing (2)	\$2,400.00
		Drainage Plan (1)	\$3,640.00
		Signage and Striping (2)	\$3,020.00
		Grading Plan (2)	\$3,020.00
		Signal/Utility Plan (1)	\$6,720.00
		Construction Details (3)	\$1,780.00
		Erosion Control Plan Details (3)	\$290.00
		Striping Details (1)	\$1,820.00
	02	Cost Estimate	\$2,060.00
	03	Specifications	\$6,040.00
	04	Field Visit	\$1,240.00
	05	QA/QC	\$3,220.00
04		FINAL PLANS, SPECIFICATIONS AND COST ESTIMATE	\$12,255.00
	01	Final Plans	
		Title Sheet, General Notes, Key Map (3)	\$910.00
		Existing and Demolition Plan (2)	\$600.00
		Survey Control(1)	\$290.00
		Improvement Plan (2)	\$910.00
		Construction Phasing (2)	\$600.00
		Drainage Plan (1)	\$600.00
		Signage and Striping (2)	\$600.00
		Grading Plan (2)	\$600.00
		Signal/Utility Plan (1)	\$1,140.00
		Construction Details (3)	\$600.00
		Erosion Control Plan Details (3)	\$145.00
		Striping Details (1)	\$600.00
	02	Cost Estimate	\$1,440.00
	03	Final Specifications	\$1,240.00
	04	QA/QC	\$1,980.00
		Hour Totals:	
		Totals:	\$144,062.00
		Other Direct Expenses:	\$250.00

05		OPTIONAL SERVICES	\$29,132.00	74	8	4	0	14	16	24	8	0
	01	Pavement Evaluation (Coring/Deflection)	\$11,022.00	3	1						2	\$ 10,402.00
	02	Pavement Structural Section Design Services	\$4,420.00	3	1						2	\$ 3,800.00
	03	Lighting Plan (2)	\$6,140.00	24		4			16	4		
	04	Respond to RFI's and Submittals	\$4,570.00	24	6			8		8	2	
	05	Record Drawings	\$2,980.00	20				6		12	2	
		Hour Totals:			8	4	0	14	16	24	8	0
		Optional Services Total:	\$29,132		\$2,480.00	\$1,240.00	\$0.00	\$2,170.00	\$4,320.00	\$3,480.00	\$1,240.00	\$14,202.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
License#: 6003745 PARAINC-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D: National Fire Insurance of Hartford</td><td>20478</td></tr><tr><td>INSURER E: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Insurance Company	35289	INSURER C: XL Specialty Insurance Company	37885	INSURER D: National Fire Insurance of Hartford	20478	INSURER E: Continental Casualty Company	20443	INSURER F:	
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INSURER E: Continental Casualty Company	20443														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 2147279540****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	6050531433	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A D	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 / A	6050531383 6050531402	11/1/2025 11/1/2025	11/1/2026 11/1/2026	☒ PER STATUTE ☐ 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 & Pollution Liability included Claims Made Form		Y	DPR5050088	11/1/2025	11/1/2026	Per Claim/2,000,000 Retroactive Date \$2,000,000/Aggr. 01/01/1969

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

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. 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

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**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.

000200066050531366047



**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; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

- III.** 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;

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**.

0002000660505313660444



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

- IV. But if the **written contract** requires 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**.

- V. 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**.
- VI. 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**:

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.

- VII. 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 endeavor to 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 other insurance under 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.

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

VIII. 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. 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; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.

00020006660505313660445



**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

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.

CNA74702XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 73

Effective Date: 11/01/2024



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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