

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **ADVANCED MOBILITY GROUP (AMG)**, a California corporation, whose address is **3003 OAK ROAD, #100, WALNUT CREEK, CALIFORNIA 94597** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Transportation Engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received twelve timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Transportation Engineering services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$750,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

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

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

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

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

c. Provider shall, at such time and in such form as City Manager or their designee may

require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

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

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Scott Wikstrom, City Engineer
Ph: (510) 747-7937 / swikstrom@alamedaca.gov

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

Advanced Mobility Group
3003 Oak Road, #100
Walnut Creek, CA 94597
ATTENTION: Joy Bhattacharya, Vice President
Ph: (415) 688-0024 / Email: joy@amobility.com

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

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

18. SAFETY:

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

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

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADVANCED MOBILITY GROUP
a California corporation



Joy Bhattacharya
Vice President

CITY OF ALAMEDA
a municipal corporation

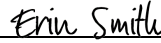
Jennifer Ott
City Manager



Beth Clement
Corporate Board Secretary

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian

Assistant City Attorney



Proposal for
**On-Call
Transportation
Planning and
Engineering
Services**
for the City of Alameda



Table of Contents



Cover Letter1

Description of Organization, Management and Team Members3

Organization Qualifications6

References, Related Experience & Examples of Work 13

Appendix A: Resumes.....

Appendix B: Relevant Projects.....

Cover Letter



April 7, 2025
 Scott Wikstrom, City Engineer
 City Hall West, Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501

Re: On-Call Transportation Planning and Engineering Services for the City of Alameda

Dear Scott Wikstrom and Project Selection Committee,

Advanced Mobility Group (AMG) is pleased to submit our proposal to provide On-Call Transportation Planning and Engineering Services for the City of Alameda. Our team of experienced professionals is uniquely qualified to deliver innovative, efficient, and cost-effective solutions tailored to the needs of your community.

Quality On-Call Experience

Our key staff are currently providing on-call planning and engineering services to the City of Tracy, the neighboring Dublin, City of Mountain House and Patterson, and various other local jurisdictions in Alameda, Contra Costa, San Mateo, San Joaquin, Stanislaus, and Solano Counties. With over 30 years of experience in the Bay Area on numerous traffic engineering projects, we're a well-suited partner committed to continuing this service to your community. We've been working alongside local staff for more than a decade, so we understand the projected growth in the area and the City's goals and objectives for the on-call assignment and the work that needs to be done.

We understand the process, challenges, and expectations of an on-call contract. Our deep understanding and experience will help streamline the process and save you time and resources. Our depth of resources allows our team to respond to the City's needs in a timely manner. Our staff has worked on on-call contracts with local communities and agencies such as:

- | | |
|---------------------------------------------|------------------------------------------------------|
| ✓ City of Alameda | ✓ City of San Luis Obispo |
| ✓ City of Dublin | ✓ City of San Carlos |
| ✓ City of Concord | ✓ City of Tracy |
| ✓ City of Belmont | ✓ San Mateo County Transit District |
| ✓ City of Hayward | ✓ AC Transit |
| ✓ City of Orinda | ✓ Caltrain |
| ✓ Mountain House Community Service District | ✓ San Francisco County Transportation Authority |
| ✓ City of Patterson | ✓ San Francisco Municipal Transportation Agency |
| ✓ City of Palo Alto | ✓ California Department of Transportation (Caltrans) |
| ✓ City of Stockton | ✓ Contra Costa Transportation Authority (CCTA) |

Customized, Familiar, and "Right-Fit" Team Created for You

Our team of traffic engineering professionals is ready to tackle any technical and managerial challenges you might face. Each team member is dedicated to completing high-quality work on schedule and within budget.

Keeping your projects moving forward seamlessly involves close coordination with team members, especially your key personnel. We've put together a comprehensive transportation engineering team. I, Joy Bhattacharya, will lead the team as the Project Manager. With over 30 years of experience providing similar on-call services throughout northern California, I've successfully managed high-profile, complex, and innovative transportation projects. At AMG, we are committed to providing you with top-notch service.

Familiarity with Local, State, Regional and Federal Procedures

Our knowledge of current local, state, regional and federal funding policies and procedures and forward-looking mindset provide flexibility and responsiveness to those changing requirements. Our team is skilled in the requirements for authorization of newly programmed funds, developing reimbursement claims, budget development, audit assistance, financial analysis, SBE/SLBE and Disadvantaged Business Enterprise (DBE) Compliance. AMG possesses **extensive familiarity with City and State policies**, has been involved with multiple federally funded projects and is very **familiar with the Caltrans Local Assistance Program Guidelines (LAPG) and Procedures Manual (LAPM)**.

Under my leadership as Project Manager, AMG is committed to maintaining open communication, exceeding project objectives, and upholding the highest standards of quality assurance. I will serve as the single point of contact, ensuring streamlined coordination and delivery of services to meet the City of Alameda's fluctuating needs.

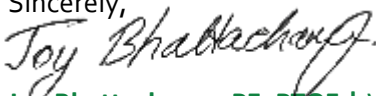
In summary, the following are the highlights of our proposal and the reasons we stand apart and are qualified to perform transportation planning and engineering consulting services for the City of Alameda:

- ✓ We have successfully completed multiple projects in Alameda, which makes us familiar with working the City of Alameda's local improvements.
- ✓ We have assembled the best qualified people, have the resources available to offer the services listed in the RFQ and have a clear understanding of project requirements. Work will be completed from our local office in Walnut Creek, and we guarantee that our quality products will always be delivered on time.
- ✓ Our ability to proactively manage projects and act as extended City staff as needed.
- ✓ We have extensive experience in traffic engineering, public outreach, traffic analysis/ simulation modeling, traffic calming, traffic impact studies, technology solutions, knowledge of national industry standards and appropriate Caltrans local assistance manuals and procedures.
- ✓ When you work with the AMG team, you work with local people who really enjoy what they do and assisting communities in which we live, work, and play.

AMG is not aware of any recent, current, or anticipated contractual obligations which will pose a potential conflict with the work needed on this project. AMG does not have any exceptions to the contract terms or insurance requirements set forth in the Request for Proposals (RFP). As the consultant, I will verify the proposal before submission to ensure it is both accurate and fully compliant with the requirements outlined in the RFQ/RFP. I acknowledge that I have reviewed the city's standard agreement attached to the RFQ/RFP and, if awarded, I agree to sign the agreement as presented. No conflict of interest exists.

Thank you for the opportunity to partner with the City of Alameda. We look forward to contributing to your transportation initiatives and enhancing mobility across your community. Should you have any questions, please do not hesitate to contact me directly at (415) 688-0024 or via email at joy@amobility.com.

Sincerely,



Joy Bhattacharya, PE, PTOE | Vice President

Advanced Mobility Group (AMG)

3003 Oak Road, Suite 100

Walnut Creek, CA 94597

joy@amobility.com

Description of Organization, Management and Team Members



Advanced Mobility Group (AMG) is a California Corporation and certified Small Business Enterprise (SBE), established in 2018 to provide specialized innovative transportation services to our clients. Our group assists with disruptive technologies to empower the private and public sector in early adoption of proven advanced transportation solutions and intelligent infrastructure.

AMG is staffed by a 35+ member team with offices located in Walnut Creek and San Francisco. Our engineering professionals serve public-sector and private clients throughout California and have performed key work on projects across the nation. Work on this contract will be performed from our Walnut Creek Office in Contra Costa County.

Our team of transportation professionals offers a wide range of services that address clients' needs throughout the duration of a project's life cycle from planning to operations and maintenance – including permitting assistance, programming, public engagement, conceptual and final design, schedule analysis, technical services, procurement services, project delivery, construction support, dispute/claims resolution, systems integration, revenue generation, and ongoing infrastructure management.

Our team of traffic engineering professionals is ready to tackle any technical and managerial challenges you might face. Each team member is dedicated to completing high-quality work on schedule and within budget. Keeping your projects moving forward seamlessly involves close coordination with team members, especially your key personnel. We've put together a comprehensive transportation engineering team.

I, Joy Bhattacharya, will lead the team as the Project Manager. With over 30 years of experience providing similar on-call services throughout northern California, I've successfully managed high-profile, complex, and innovative transportation projects. **I'll be supported by Chris Higbee, PE, Christopher Thnay, PE, AICP, Rafat Raie, TE, Shabnam Yari, PE, as the leads for areas and they will be supported by other experts on the AMG team out of our Walnut Creek, CA, office.** We're committed to providing you with top-notch service.

Resumes will be provided in Appendix A.



Joy Bhattacharya, PE, PTOE | Project Manager (CE #6892)

- ▶ On-call + Intelligent Transportation Systems (ITS) experience
- ▶ Managed more than 200 on-call projects throughout California
- ▶ Proven leader throughout his 30+ year career
- ▶ MS, Transportation Engineering - University of Tokyo, Tokyo, Japan; BS, Civil Engineering - Indian Institute of Technology, Kharagpur, West Bengal



Chris Higbee, PE | Senior Engineer (CE #88285)

- ▶ Extensive complete streets and traffic calming experience
- ▶ Numerous projects enhancing and promoting pedestrian and bicycle safety
- ▶ Designed innovative bicycle and pedestrian infrastructure throughout northern California
- ▶ BS, Civil Engineering - Cal Poly State University, San Luis Obispo



Christopher Thnay, PE, ACIP | Principal Engineer (TE#1771) and QA/QC

- ▶ City traffic engineer (7 years), Planning Commissioner (11 years) and extensive on-call traffic impact analysis and traffic forecasting experience
- ▶ Managed more than 30 years of on-call experience throughout the Bay Area
- ▶ Proven track record throughout his 35+year career
- ▶ MS, Transportation Planning & Management - Stanford University; BS, Civil & Env. Engineering - University of Wisconsin, Madison; Fellow-ITE



Rafat Raie, PE | Principal Engineer, Caltrans and Stakeholder Coordination

- ▶ Strategic Visioning + Advanced Technology Deployments
- ▶ Intelligent Transportation Systems + Transit Signal Priority Deployments
- ▶ Led Smart City implementation in City of Concord and City of San Rafael
- ▶ Extensive signal timing and signal synchronization experience
- ▶ 22 years teaching at UC Berkeley, Institute of Transportation Studies
- ▶ BS Civil Engineering, San Jose State University, 1985



Shabnam Yari, PE | Transportation Project Engineer (CE#88921)

- ▶ Experience in signal timing coordination and central management systems including SCATS, Centrac, KITS/Kadence, and ATSPM
- ▶ Complete Streets design and traffic calming projects
- ▶ Experience in development/improvement plans and traffic control plans
- ▶ Engineering and Traffic Survey, signing and striping, and warrant analysis
- ▶ BS in Civil Engineering, University of California, Davis



Stephen Au, PE | Senior Engineer (CE #41532)

- ▶ Expert PS&E for new and modified traffic signals systems
- ▶ Proven track record throughout his 30-year career
- ▶ Chief signal designer at private and agency services
- ▶ BS, Civil Engineering - University of California, Berkeley



Matthew Boog | Traffic Signal Specialist

- ▶ Retimed 200+ signals to reduce corridor travel times and delay
- ▶ Familiar with a wide variety of signal controllers and central management systems
- ▶ Extensive in-field experience fine-tuning timing parameters
- ▶ MS, Civil and Environmental Engineering (Specialization in Transportation Engineering) - University of Nevada, Reno



Andrea Flores, EIT (#171508) | Assistant Engineer

- ▶ Prepares Traffic Impact Studies for a varying group of projects
- ▶ Completes Level of Service and Queuing reports using Synchro 11
- ▶ Conducts Trip Generation Studies and Trip Distribution
- ▶ Analyzes collision data collected from TIMS and SWITRS
- ▶ Assists in the design of traffic calming measures
- ▶ MS Civil Engineering, California Polytechnic State University, San Luis Obispo, CA, 2019

Below is the description of our team and their tasks assigned according to our work plan. All our employees will be based out of our Walnut Creek, CA, office.



Project Controls, Reporting + Drafting

Beth Clement, PMP

Christina Ramos

Ambar Aguayo

Organization Qualifications



ON-CALL TRANSPORTATION PLANNING AND ENGINEERING

The nature of on-call engineering services presents a challenge in that the specific project needs may be unknown. Therefore, hiring an experienced, flexible organization that can successfully support countless engineering scenarios is key to the City's project success. We are eager to aggressively respond to the wide range of services you may require, and have the staff, qualifications, and experience to support you in the areas listed in the City's RFQ.

When combined with our technology facilitation and practical program management expertise, AMG's innovative transportation solutions team bridges the gap between the past practices and being prepared for the future. AMG's traffic engineering and transportation services provide our clients with different perspectives in preparing for the future, while enhancing and maintaining current functional systems. We apply the latest innovative operational strategies, traffic operation simulations, and control systems for all modes of travel to our planning and engineering projects.

We analyze and design traffic signals and traffic signal control systems, roadways, arterials, freeway management systems and provide the latest decision support systems. We are at the forefront of smart cities and aid our clients in navigating the complexities of the latest technological developments. We work with our clients to respect the present and prepare for the future. The services we provide are as follows:

- ✓ PS&E for CIP Projects
- ✓ Safety Analysis, Traffic Calming and Complete Streets Design
- ✓ Traffic Operations: Analysis, Simulation, Modeling and Impacts
- ✓ Signal Design and Timing
- ✓ Conduct Engineering Speed Surveys per MUTCD
- ✓ Traffic Impact Studies/Peer Review
- ✓ Travel Demand Forecasting and Modeling
- ✓ Transportation Demand Management
- ✓ Pedestrian and Bicycle Safety Analysis
- ✓ Transit Planning and Design
- ✓ Parking Studies, Design, Operations and Management
- ✓ Pavement and Drainage Design
- ✓ Intelligent Transportation Systems
- ✓ Traffic Management Centers
- ✓ Adaptive Traffic Control Systems
- ✓ Automated Traffic Signal Performance Measures
- ✓ Grant Funding, Programming and Budgeting
- ✓ Review traffic handling plans
- ✓ Public Hearings/Outreach/Meetings
- ✓ Community Outreach, Engagement and Facilitation
- ✓ Data Collection and Analysis

It is AMG's understanding that, should we be successful in achieving this contract, our qualified team shall provide various transportation planning and traffic engineering services, as needed, in support of City of Alameda projects. The scope of work for each project will be established prior to the issuing of a task order; projects may include all phases of the project development and may include but are not limited to the categories outlined in the RFQ.

Our key staff are currently providing on-call planning and engineering services to the City of Tracy, the neighboring Dublin, City of Mountain House and Patterson, and various other local jurisdictions in Alameda, Contra Costa, San Mateo, San Joaquin, Stanislaus, and Solano Counties. With over 30 years of experience in the Bay Area on numerous traffic engineering projects, we're a well-suited partner committed to continuing this

service to your community. We've been working alongside local staff for more than a decade, so we understand the projected growth in the area and the City's goals and objectives for the on-call assignment and the work that needs to be done.

We understand the process, challenges, and expectations of an on-call contract. Our deep understanding and experience will help streamline the process and save you time and resources. Our depth of resources allows our team to respond to the City's needs in a timely manner. Our staff has worked on on-call contracts with local communities and agencies such as:

- ✓ City of Alameda
- ✓ City of Dublin
- ✓ City of Concord
- ✓ City of Belmont
- ✓ City of Hayward
- ✓ City of Orinda
- ✓ Mountain House Community Service District
- ✓ City of Patterson
- ✓ City of Palo Alto
- ✓ City of Stockton
- ✓ City of San Luis Obispo
- ✓ City of San Carlos
- ✓ City of Tracy
- ✓ San Mateo County Transit District
- ✓ AC Transit
- ✓ Caltrain
- ✓ San Francisco County Transportation Authority
- ✓ San Francisco Municipal Transportation Agency
- ✓ California Department of Transportation (Caltrans)
- ✓ Contra Costa Transportation Authority (CCTA)

Most of our on-call clients are repeat clients that continue to work with our team based on our performance and streamlined approach for on-call assignments. We are eager to aggressively respond to the wide range of services you may require, and have the staff, qualifications, and experience to support you in the areas listed in the City's Request for Proposals (RFP).

TRAFFIC IMPACT STUDIES FOR ENVIRONMENTAL DOCUMENTS

AMG's transportation team has completed many traffic impact studies for environmental documents for several cities in Alameda County. Our traffic impact experts understand the importance of proactive modeling to determine potential impact in traffic circulation to the surrounding area due to the change in land use conditions. The goals of these studies are to assist planners in both the public and private sectors in making major land use and other development decisions to determine the impact a new development will have on the surrounding transportation system, and to develop mitigation measures that will help to lessen or eliminate any negative impacts.



TRAVEL DEMAND FORECASTS

AMG offers decades of experience in developing advanced Travel Demand Models in a variety of software packages. AMG has extensive experience in using state-of-the-art professional software packages such as TransCAD, Cube, TP+, EMME/3, VISUM, and Transplan to develop and modify advanced travel models. Employing these software packages, AMG can generate accurately modeled representations of traffic conditions for present and future year scenarios in support of traffic forecasts, toll revenue forecasting, and transit ridership and revenue forecasts. Using traditional four-step model processes, regression analysis, and model calibration techniques, AMG develops customized models for a full spectrum of highway and transit projects ranging from freeway toll facilities and future interstate highways to smaller corridor (bypass) projects, and from transit planning to large scale passenger rail infrastructure projects.



TRAFFIC OPERATIONS

Traffic operations analysis bridges the gap between transportation planning, traffic engineering, and design. Our engineers and planners have many years of experience in analyzing traffic operations in saturated urban or under-saturated rural environments to develop realistic solutions to complex traffic issues. We use state-of-the-art microscopic computer simulation software, such as Transyt, Synchro, CORSIM, and VISSIM to perform traffic operations and traffic simulation analyses. Based on the extensive operations analysis and safety analysis, AMG determines the roadway geometry, signing and striping details, signal operations and lane geometry, transition lengths, and lane widths. The operations details are then incorporated into the design PS&E including construction and bidding supports.



TRAFFIC SIGNAL SYSTEM DESIGN AND TIMING

AMG has the expertise to provide a full range of traffic signal planning, design, and construction services from isolated signalized intersections to computer-based traffic signal systems. We have prepared traffic signal and intersection designs at hundreds of locations across the nation. Our experience ranges from simple single intersection designs to complex multi-phase signals, interstate interchanges, and problematic design constraints resolution. This experience involves different system types and communication media, including Time-Based Coordination (non-interconnected), microwave-based coordination, hardware interconnect with an on-street master controller, spread spectrum radio, PC-based systems (closed loop systems), central computer systems, and fiber optic cable. Our extensive experience in traffic control system design includes traffic control and advance warning signals; lane control and counter flow systems; and special purpose traffic systems. Our experience also includes numerous advance warnings, emergency vehicle, and railway preemption signal designs and signal preemption and detector technology studies.



MULTI-MODAL AND SUSTAINABLE TRANSPORTATION PLANNING AND DESIGN

AMG specializes in low-impact, sustainable, multi-modal solutions that are context-driven, strategic, and comprehensive. Our local team works with clients to improve the vitality of communities by integrating transit, bicycle, and pedestrian modes in designs that not only promote a healthy lifestyle, improve overall mobility, and provide optimal whole-system solutions but are also aesthetically pleasing. AMG staff live in the communities in which they work and are therefore invested in inspiring sustainable transportation systems and designing livable environments. Services include development of master plans, feasibility and strategy studies, neighborhood structure plans, corridor studies, circulation and parking studies, design guidelines, complete streets design, funding strategies, and multi-modal assessments. Our multidisciplinary approach includes public consultation, visualization, landscape architecture, lighting, signage, traffic operations, ITS, and environmental engineering.



TRANSPORTATION DEMAND MANAGEMENT

TDM describes a wide range of strategies that make the most efficient use of the transportation system by increasing person-carrying capacity, including promoting alternative modes like transit and increasing vehicle occupancy through ridesharing programs. In addition, TDM strategies can facilitate shifting trips from peak-hour congested corridors to off-peak periods or eliminating trips altogether through strategies like telework. AMG currently manages 511 Contra Costa, the City's comprehensive TDM program that promotes alternatives to the single-occupant vehicle.



ADAPTIVE TRAFFIC CONTROL SYSTEMS

Building an entire new transportation network is not feasible, therefore, we make use of ITS to help manage increasing traffic congestion on a daily basis. At AMG, we apply ITS technology to our transportation

infrastructure to manage and improve the reliability and efficiency of our transportation network. Our core strength has been in deploying Adaptive Traffic Control System (ATCS). Our team has been educating traffic engineers and practitioners on the benefits of ATCS and the need to plan funding opportunities to keep systems operational. We have recently been involved with the deployment of more than 20 adaptive signal systems in the United States that are helping to relieve traffic congestion.



AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES

The ability to look at performance measures such as “percent arrivals on red” and at occurrences of split failures for individual intersections, or groups of intersections, is revolutionizing the overall Traffic Signal Maintenance and Operations (TSM&O) performance at progressive cities and DOTs. AMG staff is assisting in the deployment of Automated Traffic Signal Performance Measures (ATSPM) to manage and monitor signal systems for multiple cities and jurisdictions including the City of Dublin, City of Hayward, City of Concord, and City of Irvine. Our professionals are working alongside the City of Dublin to set up the software for ATSPMs and assist city staff to understand the software, coordinate installation, generate reports, identify anomalies, and train staff on best practices.



INTELLIGENT TRANSPORTATION SYSTEMS

The AMG team has the capacity to provide expert technical services for every aspect of ITS. AMG is a leader in the research and application of leading ITS solutions and the design and deployment of ITS systems. Expertise includes field integration of Closed-Circuit Television (CCTV) systems, automated incident detection, dynamic message signing, and driver information displays. The future of technology for transportation includes new approaches to managing traffic congestion, improving safety, and providing transit passengers with real-time travel information. AMG has combined ITS with a full range of transportation/transit services to provide new solutions to the challenges facing transportation agencies and authorities.



FAMILIARITY WITH LOCAL, STATE, REGIONAL, AND FEDERAL PROCEDURES

Our knowledge of current local, state, regional, and federal funding policies and procedures and forward-looking mindset provide flexibility and responsiveness to those changing requirements. Our understanding of your structure—financial, organizational, and procedural—enables us to effectively provide sound recommendations for both operations and administrative/finance staff. Our team is skilled in the requirements for authorization of newly programmed funds, developing reimbursement claims, budget development, audit assistance, financial analysis, SBE/SLBE and Disadvantaged Business Enterprise (DBE) compliance. AMG staff have extensive experience with all phases of the systems engineering and construction process and can assist the City with this on an on-going basis.



PROJECT MANAGEMENT APPROACH

Project management and quality assurance are the key to the success of any project. The application of project management principles becomes more critical for on-call assignments, since the projects that go through the on-call process have short lead times and require immediate attention to complete within the required timeframe. The AMG team has been involved in multiple on-call assignments in the past two decades and is well trained in understanding the critical elements of such assignments. The key to the success of on-call projects is to have a hands-on management style, where the project manager is involved and aware of project details. AMG has assigned Joy Bhattacharya for this role, since he has managed similar on-call assignments for various jurisdictions.



AMG staff have been trained in an established Project Management (PM) framework, which identifies the critical tasks that will help the project team to manage risks and quality on a typical project. The project management framework is followed by all projects conducted by AMG. It establishes the organization, management, and control of all aspects of a specific project throughout its duration, from initiation to final handover of deliverables. AMG's track record shows that we have successfully delivered the final product and have achieved our client's objectives: **successfully fulfilling the predetermined scope, function, and quality requirements; completion within the approved schedule; and completion within the approved budget.**

Quality control will play a major role in the successful completion of on-call assignments, with tasks delivered on time and on budget. AMG will conduct a formal quality assurance review and approval of the final documents for which they are responsible and affix their professional seal and manual signature in accordance with the requirements of their licensing authority prior to issuance.

At AMG we believe that an on-call assignment is an investment to achieve measurable results and take a longer view of the project's purpose and the value it brings to our client. We act as the trusted advisor and work as an extension of staff to build a team with the same strategic goal. This has helped us in building trust through clear communication with our clients, which has led to repeat business and extended relationships. **We consider regular communication with our client as the top priority.** Our assigned project manager will serve as the sole point of contact between the AMG team and City of Alameda. The project manager will ensure that our experts and team resources are available to the City of Alameda. We understand that effective communication is essential to meet the original goals of the project.

Over the years, AMG has developed and employed various strategies to manage on-call contracts, since on-call services are the primary portion of our work. The four key strategies that help us in providing excellent on-call services for our clients are as follows:

- *Resource Allocation:* Dedicated personnel to handle fluctuating demands.
- *Streamlined Processes:* Proven workflows that accelerate delivery while maintaining quality.
- *Innovative Tools:* Advanced software like Synchro, VISSIM, and GIS for accurate modeling and analysis.
- *Community-Centric Planning:* Stakeholder input to ensure alignment with community values.

The following is a matrix which details relevant projects whose tasks align with this contract's scope of work:

RELEVANT PROJECT MATRIX								
Scope of Work	Lamorinda Tri-Citywide Traffic Signal Modernization Project	City of Concord On-Call Engineering (ITS)	City of Hayward On-Call Traffic Engineering	City of Dublin On-Call Traffic Engineering and ITS Services	Mountain House On-Call Engineering Services	City of Stockton On-Call Engineering	City of Patterson On-Call	City of Alameda on Call
Transportation Planning								
Development of transportation policies for inclusion in General Plan, including development of a multimodal functional classification system	x	x	x	x	x		x	
CEQA environmental studies	x	x	x	x	x	x	x	x

RELEVANT PROJECT MATRIX								
Scope of Work	Lamorinda Tri-Citywide Traffic Signal Modernization Project	City of Concord On-Call Engineering (ITS)	City of Hayward On-Call Traffic Engineering	City of Dublin On-Call Traffic Engineering and ITS Services	Mountain House On-Call Engineering Services	City of Stockton On-Call Engineering	City of Patterson On-Call	City of Alameda on Call
Data collection for all transportation modes; including but not limited to traffic counts, vehicle classification counts, parking surveys, origin-destination surveys, GPS data collection, and assessment of existing conditions	x	x	x	x	x	x	x	x
Cost estimates (planning level)	x	x	x	x	x	x	x	x
Public outreach, material development; website	x	x	x	x	x	x	x	x
Preparation of grant applications	x	x	x	x	x	x	x	x
Preparation of plan documents	x	x	x	x	x	x	x	x
Bicycle facility planning and design	x	x	x	x	x	x	x	x
Greenway planning and design	x	x	x	x				x
Pedestrian facility planning and design	x	x	x	x	x	x	x	x
Transit/paratransit planning, design and operations		x	x	x	x	x		x
Transportation systems management/transportation demand management strategies	x	x	x	x	x	x	x	x
Traffic calming assessment and design	x	x	x	x	x	x	x	x
Parking surveys	x	x	x	x	x	x	x	x
Parking permit program development		x	x	x			x	x
Feasibility studies	x	x	x	x	x	x	x	x
Developing and administering surveys, conducting analysis of results	x	x	x	x	x	x	x	x
GPS data collection, inventory management, and GIS integration	x	x	x	x	x	x	x	x
Traffic Engineering								
Traffic signal timing and coordination	x	x	x	x	x	x	x	x
Traffic impact studies	x	x	x	x	x	x	x	x
Travel demand modeling	x	x	x	x	x	x	x	x
Corridor and intersection analysis, including operations, safety, and level of service	x	x	x	x	x	x	x	x
Warrant studies	x	x	x	x	x	x	x	x
Traffic counts – include daily counts, classification counts, and turning movement counts for all modes	x	x	x	x	x	x	x	x
Parking studies	x	x	x	x	x	x	x	x

RELEVANT PROJECT MATRIX								
Scope of Work	Lamorinda Tri-Citywide Traffic Signal Modernization Project	City of Concord On-Call Engineering (ITS)	City of Hayward On-Call Traffic Engineering	City of Dublin On-Call Traffic Engineering and ITS Services	Mountain House On-Call Engineering Services	City of Stockton On-Call Engineering	City of Patterson On-Call	City of Alameda on Call
Signing, marking, and striping plans	x	x	x	x	x	x	x	x
Roadway, intersection, and roundabout design	x	x	x	x	x	x	x	x
Technology comparisons	x	x	x	x	x	x	x	x
Traffic operations analyses and familiarity with Synchro software based on the most current HCM Methodology.	x	x	x	x	x	x	x	x
Review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required.	x	x	x	x	x	x	x	x
Review Transportation section of an EIR		x	x	x	x	x	x	x

References, Related Experience & Examples of Work

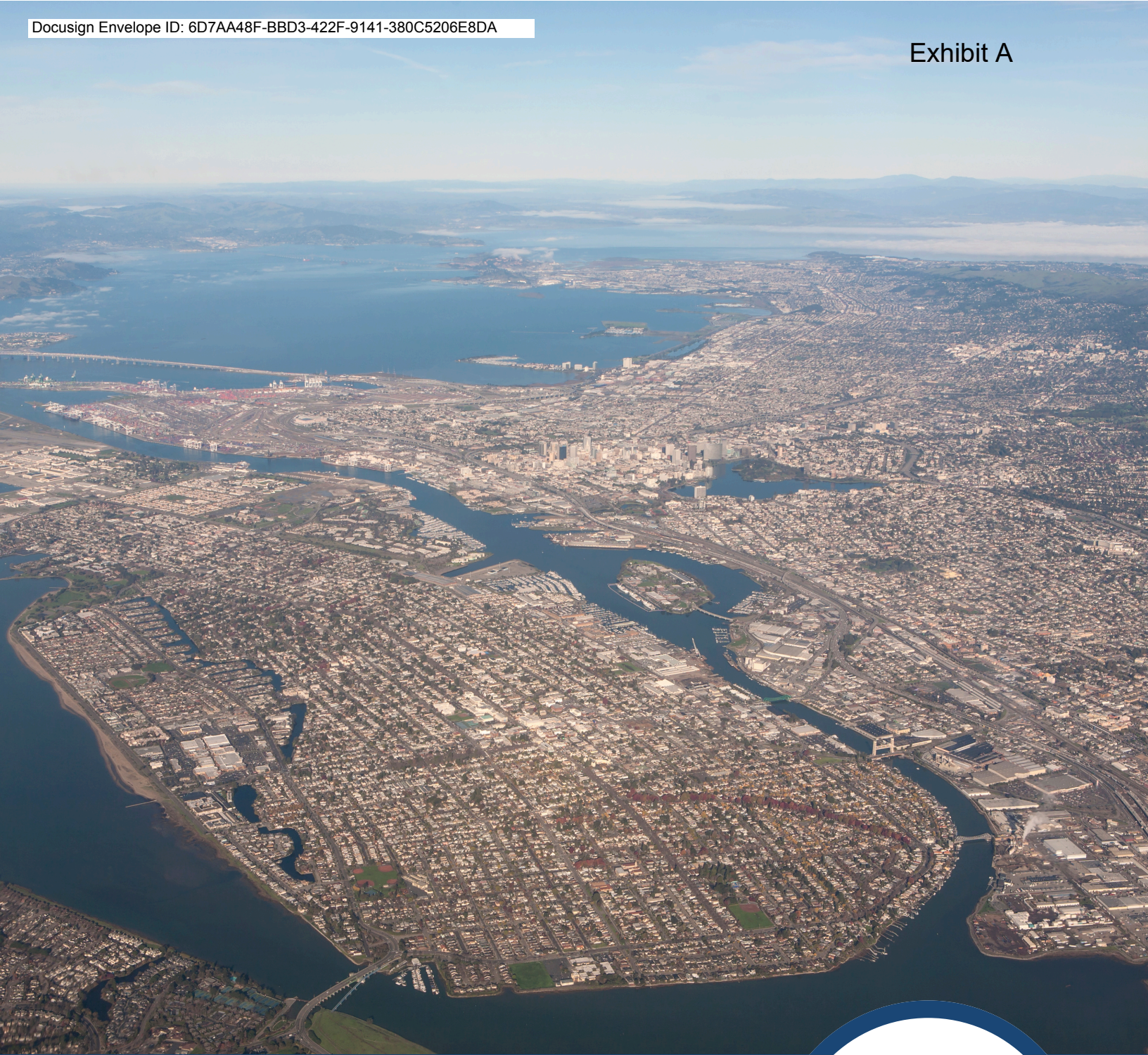


We are proud to provide client references with for relevant work as well as details for key aspects of each project. The following is a list of relevant projects and work completed on each that align with the services outlined in the City's RFQ.

For more information, see Appendix B: Relevant Projects.

Reference Project Name	Reference	Key Staff	Key details	Contract Duration
Lamorinda Tri-Citywide Traffic Signal Modernization Project	Siva Natarajan, P.E City Engineer, City of Orinda T: 925.253.4254 E: snatarajan@cityoforinda.org	<ul style="list-style-type: none"> Joy Bhattacharya Rafat Raie Chris Higbee Shabnam Yari Matthew Boog 	Scope: Upgraded 75 legacy traffic signals to improve synchronization, reduce congestion, and enhance transit priority capabilities. Outcome: Improved travel times by 15% and reduced emissions by 12%.	2023-2025
City of Concord On-Call Engineering (ITS)	Abhishek Parikh, Transportation Manager T: 925.671-3129 E: Abhishek.Parikh@cityofconcord.org	<ul style="list-style-type: none"> Joy Bhattacharya Christopher Thnay Rafat Raie Shabnam Yari Chris Higbee Kasra Behbahani Matthew Boog 	Scope: Comprehensive on-call services, including grant preparation, safety analysis, and adaptive signal timing for key corridors. Outcome: Streamlined project approvals and optimized corridor operations.	2014-present
City of Dublin On-Call Traffic Engineering and ITS Services	Sai Midididdi, Associate Civil Engineer (Traffic) City of Dublin T: 925.833.6630 E: sai.midididdi@dublin.ca.gov	<ul style="list-style-type: none"> Joy Bhattacharya Shabnam Yari 	Scope: Designed and implemented adaptive signal systems to address peak-hour congestion along major corridors. Outcome: Achieved a 20% reduction in average travel time.	2015-Ongoing

City of Hayward On-Call Traffic Engineering Services	Byron Tang, P.E., TE, PTOE, Senior Transportation Engineer, City of Hayward T: 510.583-4784 E: Byron.Tang@hayward-ca.gov	<ul style="list-style-type: none"> • Joy Bhattacharya • Shabnam Yari • Chris Higbee 	Scope: Developed traffic signal timing plans, conducted safety audits, and assisted with grant applications. Outcome: Streamlined operations and secured funding for multiple transportation initiatives.	2014-present
City of Mountain House On-Call Engineering Services	Nader Shareghi, Former Director of Public Works, City of Mountain House T: 209.835-0375, ext. 105 E: n.shareghi@bbid.org	<ul style="list-style-type: none"> • Christopher Thnay • Joy Bhattacharya • Stephen Au • Chris Higbee • Matthew Boog • Andrea Flores 	Scope: On-call traffic engineering services for over 20 years, including EIR traffic studies, signal design, and ITS master planning. Outcome: Delivered infrastructure improvements that support sustainable community growth.	2002-present
City of Stockton On-Call Engineering Services	Dennis Yep T: 209.937.8825 E: Dennis.yep@stockton.gov	<ul style="list-style-type: none"> • Christopher Thnay • Joy Bhattacharya • Chris Higbee • Stephen Au 	Scope: On-call traffic engineering services for over 20 years, including EIR traffic studies, signal design, and ITS master planning. Outcome: Delivered infrastructure improvements that support sustainable community growth.	2010-present
City of Patterson On-Call Traffic Engineering	Mike Willett, Public Works Director, City of Patterson, T: 209.895.8065 E: mwillet@ci.patterson.ca.us	<ul style="list-style-type: none"> • Christopher Thnay • Joy Bhattacharya • Chris Higbee • Steven Au 	Scope: On-call traffic engineering services and supported the Transportation Infrastructure Master Plan with traffic forecasting, safety analysis, roadway design, and technical studies. Outcome: Delivered a data-driven plan for future growth, improved traffic operations, and secured funding through successful grant applications.	2010-present
City of Alameda On-Call Traffic Engineering	Trung Nguyen, Project Manager, City of Alameda, T: 209.895.8065 E: 510.747.7943 mwillet@ci.patterson.ca.us tnguyen@alamedaca.gov	<ul style="list-style-type: none"> • Christopher Thnay • Joy Bhattacharya • Chris Higbee • Steven Au 	Scope: On Call transportation engineering services, including traffic studies, master plan development, transportation planning and traffic engineering. Outcome: Successful on-call contract leading to us bidding for current contract.	2010-2025



APPENDIX B:

RELEVANT PROJECTS





CITY OF CONCORD ON-CALL TRANSPORTATION ENGINEERING SERVICES

AMG team members are currently providing on-call transportation engineering and staff augmentation services to the City of Concord. Joy Bhattacharya is the project manager on this contract. Activities include, but are not limited to, the following:

- **Grant Application:** Assisting the City with preparation of grant applications related to TFCA, ATP, HSIP, Safe Routes to School, etc.
- **Traffic Impact Study Review:** Preparing and overseeing traffic impact studies, reviewing development applications and interagency coordination.
- **Transportation Planning:** Complete Streets, pedestrian, and bicycle planning and design.
- **Signal Timing/SCATS & Traffic Operations:** AMG staff is assisting with the development of signal timing plans, including the signal operations updates for the City, which operates on ATMS.now. Acting as liaison between Western Pacific Signals and the City to resolve any issues with the signal timing system.
- **General Engineering,** including safety analysis and SWITRS analysis.

Client Contact: Abhishek Parikh, Transportation Engineer, City of Concord, Abhishek.Parikh@cityofconcord.org, 925.671.3129 **Dates of Service:** 2014-Present
Cost of Contract: \$450,000

CITY OF HAYWARD ON-CALL TRAFFIC ENGINEERING SERVICES

AMG's team continues to assist the City of Hayward with the following on-call services:

- **Traffic Impact Studies (TIS):** Prepare TIS guidelines for the City in accordance with the City's latest General Plan update.
- **Grant Applications:** Assist City with grant applications including TFCA, ATP, HSIP, Safe Routes to School, Section 130, etc.
- **Transportation Planning:** Update and review City model on an as-needed basis. AMG staff responsibilities also include assisting the City in identifying critical issues with respect to planning documents and plans released from Alameda CTC and Caltrans.
- **Signal Timing/SCATS & Traffic Operations:** AMG staff act as the liaison between Transcore and the City to resolve any issues with the signal timing system and prepare and/or review traffic signal timing plans as needed with City's ATMS.now.
- **General Engineering:** Conduct safety analysis, including SWITRS analysis for the entire city to identify locations with high accident levels and conduct other day-to-day engineering tasks.
- **Staff Augmentation:** Provide staff augmentation.

Client Contact: Fred Kelley, Transportation Division Manager, City of Hayward, fred.kelley@hayward-ca.gov, 510.583.4781 **Dates of Service:** 2014-Present
Cost of Contract: \$75,000 a year



CITY OF DUBLIN ON-CALL TRAFFIC ENGINEERING AND ITS SERVICES

AMG's team continues to assist the City of Dublin with the following on-call services:

- Monitor the status and effectiveness of the transit queue jumps along Dublin Blvd.
- Check status and performance of the bicycle radar detection system
- Monitor, report and identify detection failures through the Advanced Transportation Management Systems (ATMS)
- Assist with maintenance of the equipment by studying the equipment status through the ATMS.
- Facilitate a potential flush plan through SynchroGreen and work with the City and Trafficware to determine a way to incorporate flush plans along the corridor.

Additionally, AMG is assisting with the development of an information-based reporting tool to understand and document traffic signal operations and performance and the preparation of various grant applications for local and regional funding.

Client Contact: Sai Midididdi, Associate Civil Engineer (Traffic),
City of Dublin, sai.midididdi@dublin.ca.gov, 925.833.6630

Dates of Service: 2015-Present

Cost of Contract: \$1,000,000



MOUNTAIN HOUSE CSD ON-CALL SERVICES

AMG staff have been instrumental in all stages of development in Mountain House from planning, traffic study for environmental clearance, design, plan-checks, traffic control and traffic signal construction support. Development continues and the contract is ongoing.

AMG prepares a brief scope and cost for every request. Every on-call task is tracked, and the goal is to deliver every project on time and on budget. Schedules are negotiated for more complex tasks as appropriate. As the project manager, Christopher ensures that our experts and team resources are available to MHCSO to expedite any delivery.

AMG staff have been assisting Mountain House CSD on various projects including plan checks and design since its inception more than a decade ago, including:

- Assistance with traffic signal management, design, and signal timing
- Plan Check – Joint trench/Signing-striping/Lighting/Signal design
- Design services during bidding and construction
- Specific Plan I, II & III Traffic Study and EIR Study
- Engineering Traffic Study
- High School Circulation Evaluation Study
- Coordination with Caltrans
- Pedestrian Safety Study
- PS&E and engineer's eEstimates
- ITS Master Plan
- Signal Master Plan
- Grant application

Client Contact: Nader Shareghi, Director of Public Works,
Mountain House Community Services District,
nshareghi@sjgov.org, 209.831.2300

Dates of Service: 2002-Present

Cost of Contract: \$250,000

On-Call Transportation Engineering | Stockton, CA

AMG has been providing on-call services since 2010 and recently assisted in preparing a Transportation Infrastructure Master Plan (TIMP) which will provide a long-term guide for the City plan for future growth. The project included utilizing the StanCOG model to develop 2040 forecasts and determine traffic impact on future roadways, including intersection safety analysis and development of 30% conceptual plan line drawings. AMG staff also provided the following on-call traffic engineering services:

- Prepared roundabout PS&E design
- Prepared documents for the E-76
- Coordinated with Caltrans
- Assisted review of I-5/Sperry Avenue PAED
- Used StanCOG model
- Determine roadway expansion requirements
- Estimate cost fair share
- Developed pedestrian safety analysis and RRFB design
- Prepared traffic element for General Plan update
- Prepared improvement triggering analysis
- Prepared successful grant applications - CMAQ, HSIP Funding
- Prepared various traffic study for EIRs
- Developed traffic signal management, design, construction, and signal timing
- Prepared traffic analysis including peer reviews
- Prepared engineering traffic survey



CITY OF PATTERSON ON-CALL TRANSPORTATION ENGINEERING

AMG has been providing on-call services since 2010 and recently assisted in preparing a Transportation Infrastructure Master Plan (TIMP) which will provide a long-term guide for the City plan for future growth. The project included utilizing the StanCOG model to develop 2040 forecasts and determine traffic impact on future roadways, including intersection safety analysis and development of 30% conceptual plan line drawings. AMG staff also provided the following on-call traffic engineering services:

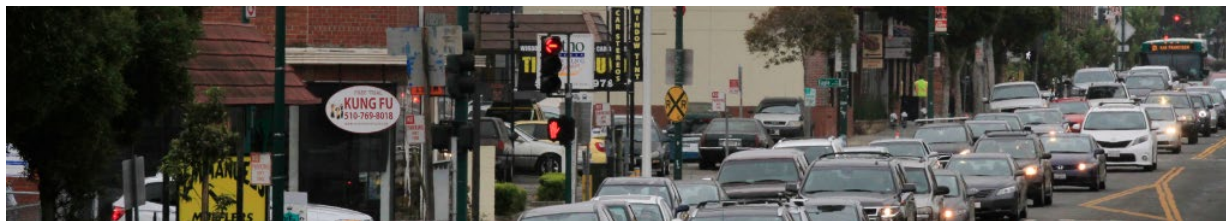
- Prepared roundabout PS&E design

- Prepared documents for the E-76
- Coordinated with Caltrans
- Assisted review of I-5/Sperry Avenue PAED
- Used StanCOG model
- Determine roadway expansion requirements
- Estimate cost fair share
- Developed pedestrian safety analysis and RRFB design
- Prepared traffic element for General Plan update
- Prepared improvement triggering analysis
- Prepared successful grant applications - CMAQ, HSIP Funding
- Prepared various traffic study for EIRs
- Developed traffic signal management, design, construction, and signal timing
- Prepared traffic analysis including peer reviews
- Prepared engineering traffic survey



Client Contact: Mike Willett, Public Works Director,
City of Patterson, mwillett@ci.patterson.ca.us, 209.895.8065

Dates of Service: 2010-
Present
Cost of Contract: \$180,000+



CITY OF ALAMEDA ON-CALL PLANNING + ENGINEERING

AMG is providing on-call planning and engineering services to the City of Alameda under the direction of city staff. AMG is assisting with planning, design, evaluation, and operations of multi-modal transportation infrastructure that prioritizes bicycle safety in the public right of way, use of transit, and efficient traffic flow.

In addition to the various on-call projects performed for the City, Joy Bhattacharya was the project manager for the Alameda Pedestrian Safety Design project. The project designed improvements to the intersection of Park Street and Pacific Avenue and involved replacing in-pavement flashers with the installation of RRFBs and signing and striping. The signing and striping details conform to City standards, California MUTCD guidelines, and Caltrans standard plans, specifications, and design requirements.

Client Contact: Trung Nguyen, Project Manager, City of
Alameda, tnguyen@alamedaca.gov, 510.747.7943

Dates of Service: 2010 - 2025
Cost of Contract: \$75,000 per
year



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/13/2025

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 Schroder Insurance Services Lic# 0E97553 653 Main Street Martinez, CA 94553 Schroder Insurance Services		925-934-6789		CONTACT NAME: Schroder Insurance Services PHONE (A/C, No, Ext): 925-934-6789 FAX (A/C, No): 925-934-0189 E-MAIL ADDRESS:	
INSURED ADVANCED MOBILITY GROUP BETH CLEMENT 3003 OAK ROAD, SUITE 100 WALNUT CREEK, CA 94596		INSURER(S) AFFORDING COVERAGE INSURER A: OHIO SECURITY INSURANCE CO. INSURER B: PACIFIC INSURANCE COMPANY, LTD INSURER C: AMERICAN FIRE & CASUALTY CO. INSURER D: STARSTONE NATIONAL INSURANCE INSURER E: INSURER F:		NAIC # 24082 10046	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS61019707	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS61019707	03/09/2025	03/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESA61019707	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PRODUCTS \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS61019707	03/09/2025	03/09/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIAB			01 OH 0509973-25	03/12/2025	03/12/2026	EACH OCC 3,000,000
D	2ND LAYER EXCESS			76507Y251ALI	03/09/2025	03/09/2026	EACH OCC 5,000,000

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

City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are named additional insured.
 Endorsements attached. CG88100413; AC85430618; WC990679 attached.

Initial

Lc

5/13/2025

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square, #110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Suzanne Hatch Schroder</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of 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; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

Policy Number
Issued by

AC 84 70 05 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
GARAGE AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. LIABILITY COVERAGE is changed by adding the following exclusion:

Regardless of any other provision of this policy, this policy does not apply to (and no coverage is provided for) "punitive or exemplary damages" or any costs, attorney's fees, interest, "damages" or any other amounts attributable to "punitive or exemplary damages". However, if a suit is brought against an "insured" arising out of a claim which alleges both compensatory damages and "punitive or exemplary damages", we will defend the entire suit despite the fact that coverage only applies to (and we will only pay for) the covered compensatory damages.

B. ADDITIONAL DEFINITION

"Punitive or exemplary damages" include damages which are intended to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "bodily injury" or "property damage".

POLICY NUMBER:

COMMERCIAL AUTO
AC 85 43 08 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CALIFORNIA BUSINESS AUTO COVERAGE
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	16
HIRED AUTO COVERAGE TERRITORY	22
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	6
LOAN / LEASE GAP (Coverage Not Available In New York)	15
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE PHYSICAL	8
DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM	13
PRIMARY AND NON-CONTRIBUTORY – WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II – LIABILITY COVERAGE is amended as follows:**1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES****SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

AC 85 43 08 21

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Page 1 of 9

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- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE – BROADENED COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV– BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V – DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 79
(Ed. 01-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement is \$ 250 .

Schedule

Person or Organization

Where required by contract or written- agreement

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Endorsement No. 0001

Policy Effective 03/09/2024 Premium

State

Policy No. XWS (25) 61 01 97 07

Insured ADVANCED MOBILITY GROUP

Insurance Company Ohio Security Insurance Company 19291

Countersigned by Suzanne Hatch Schroder

WC 99 06 79
(Ed. 01-13)



StarStone National Insurance Company

Following Form Excess Liability
Insurance Policy

Company Address:

Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
(201) 743-7700
www.starstone.com

To Report a Claim:

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Send an email to: claims@starstone.com

To File a Complaint

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Contact your State Director of Insurance

FACTS

WHAT DOES STARSTONE NATIONAL INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, name, address, property description, date of birth, driver’s license number, phone number, e-mail address, and employment information;
- Policy coverages, premiums, payment history, and loss and/or claim history;
- Income, asset, and credit history;
- Motor vehicle reports, claim reports, demographic data, and medical information and history.

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer’s personal information; the reasons StarStone National Insurance Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does StarStone National Insurance Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

Questions?

Call 844-722-7827

Who we are

Who is providing this notice?	StarStone National Insurance Company
--------------------------------------	--------------------------------------

What we do

How does StarStone National Insurance Company protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings.</p> <p>Also, we only allow employees, authorized service providers and other parties as required or permitted by law to access your information.</p>
How does StarStone National Insurance Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Apply for insurance, pay insurance premiums or file an insurance claim; ▪ Give us your income information or provide employment information; ▪ Provide your mortgage information; ▪ Pay us by check; or ▪ Provide account information or give us your contact information. <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit sharing:</p> <ul style="list-style-type: none"> ▪ between affiliates' for everyday business purposes—(e.g. information about your creditworthiness); ▪ Between affiliates to market to you; or ▪ With nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Please visit www.corespecialty.com for information regarding StarStone National Insurance Company's affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ StarStone National Insurance Company does not share with nonaffiliates.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include managing general agents.

Other important information

You have a right to see personal information collected about you and the right to correct any information, which may be wrong, by writing to us at the following address: StarStone National Insurance Company, 201 E. Fifth Street, Suite 1200, Cincinnati, OH 45202

Nevada Residents: You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

Residents of California: We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law. If you would like additional information about the collection and disclosure of customer information, please contact your agent. You may also act upon your right to see and correct any customer information in your files by writing your agent to request this access.



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185 Hudson Street, Suite 2600
Jersey City, NJ 07311
Tel: 201 743 7700
Fax: 201 743 7701
www.starstone.com
[Report claims to: claims@starstone.com](mailto:claims@starstone.com)

STARSTONE NATIONAL INSURANCE COMPANY

HOME OFFICE: WILMINGTON DELAWARE

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

3/9/2025 9:20:20 PM

POLICY NO.: 76507Y251ALI

RENEWAL OF: 76507Y240ALI

ITEM 1. (a) NAMED INSURED: Advanced Mobility Group
(b) ADDRESS: 3003 Oak Road #100
Walnut Creek, CA 94596

ITEM 2. POLICY PERIOD: From: 03/09/2025 To:03/09/2026
(12:01 A.M. prevailing time at the address stated in **Item 1.** above)

ITEM 3. RETROACTIVE DATE: Not Applicable

ITEM 4. COVERAGE: Following Form Excess Liability

ITEM 5. LIMITS OF LIABILITY: \$5,000,000 Per Occurrence
\$5,000,000 Other Aggregate
\$5,000,000 Products/Completed Operations Aggregate

Excess of Total Limits in **Item 6.** below

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:
\$1,000,000 Per Occurrence
\$1,000,000 Other Aggregate
\$1,000,000 Products/Completed Operations Aggregate



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STARSTONE NATIONAL INSURANCE COMPANY

HOME OFFICE: WILMINGTON DELAWARE

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY FOLLOWED POLICY:

ITEM 7.

Company: American Fire and Casualty Company
Policy Number: On file with company
Coverage: Following Form Excess Liability Insurance Policy
Policy Period: 03/09/2025 to 03/09/2026
Limits of Liability:

\$1,000,000	Per Occurrence
\$1,000,000	Other Aggregate
\$1,000,000	Products/Completed Operations Aggregate

ITEM 8. (a) PREMIUM: \$5,700
\$44 Additional TRIPRA Premium

(b) MINIMUM EARNED PREMIUM: \$0

ITEM 9. NOTICES TO THE INSURER:

(a) All notices of Occurrence or Claim: Claim Department
(b) All other notices: Underwriting Department
At the address and numbers shown at the top of the Declarations Page.

ITEM 10. POLICY FORM: SSN EXS 0001 CW 03 16 together with endorsements as per attached form SSN EXS 0004 CW 03 16 Schedule of Endorsements:

Authorized Representative

Date of Issue: 03/09/2025



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

There are provisions in this Policy that restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to StarStone National Insurance Company, the company providing this insurance.

The word Insured means any person or organization qualifying as such in the **Followed Policy** but only to the extent which such Insured qualifies for coverage in the **Followed Policy**.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this Policy we agree with you to provide coverage as follows:

SECTION I. - COVERAGE

- A. We will pay on behalf of the Insured the sums in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations that the Insured becomes legally obligated to pay as damages.
- B. This Policy applies only to damages covered by the **Followed Policy** as shown in **Item 7.** of the Declarations. Except as otherwise provided by this Policy, the coverage follows the definitions, terms, conditions, limitations and exclusions of the **Followed Policy** in effect at the inception of this Policy.
- C. This Policy applies only to damages arising out of any claim or of any occurrence likely to give rise to a claim, of which no **Responsible Insured** was aware prior to the Inception Date set forth in **Item 2.** of the Declarations, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.
- D. Notwithstanding **A., B.** and **C.** above, in no event will this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:
 - 1. Liberalization clause;
 - 2. Crisis Management or Crisis Response endorsement; or
 - 3. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.
- E. The amount we will pay for damages is limited as described in **SECTION II. – LIMITS OF LIABILITY.**

If we are prevented by law from paying on behalf of the Insured, we will indemnify you for damages covered under the terms of the Policy, which you become legally obligated to pay.

SECTION II. - LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations.
2. If our Limits of Liability stated in **Item 5.** of the Declarations are less than the total Limits of Liability stated in **Item 5.**, the limits of our liability shall be that proportion of all damages which our Limits of Liability bear to the total Limits of Liability in **Item 5.** and which is in excess of the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations.
3. Subject to Paragraph **B.2.** above, the Per Occurrence Limit stated in **Item 5.** of the Declarations is the most we will pay for all damages arising out of any one occurrence to which this Policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all damages during our policy period under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Other Aggregate is the most we will pay for all damages, except for damages covered under the products-completed operations hazard, that are subject to an aggregate limit provided by the **Followed Policy**. The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the **Followed Policy**.
6. Subject to Paragraphs **B.2.**, **B.3.**, **B.4.** **B.5.** above, if the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations are reduced or exhausted solely by payment of damages to which this Policy applies, such insurance provided by this Policy will apply in excess of the reduced Limits of Underlying Policies, or if all Limits of Underlying Policies are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the **Followed Policy**, except for the terms, conditions, definitions and exclusions of this Policy.
7. This Policy will not apply in excess of any reduced or exhausted Limits of Underlying Policies to the extent such reduction or exhaustion is caused by payment of damages that are not covered under this Policy. This provision applies whether the lack of coverage under this Policy arises:
 - a. From a difference between the terms, conditions, definitions and exclusions of this Policy and the **Underlying Policies**; or
 - b. From injury or damage occurring outside the coverage period of this Policy.
8. Defense costs to which this Policy applies shall not reduce the Limits of Liability of this Policy, except to the extent defense costs reduce the limits of liability of the **Followed Policy** or **Underlying Policies**.
9. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining our Limits of Liability.

SECTION III. – DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against an Insured.
- B. We will have the right, but not the duty, to be associated with an Insured or underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this Policy.
- C. If all Limits of Underlying Policies stated in **Item 6.** of the Declarations are exhausted solely by payment of damages, we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit, which in our opinion may give rise to a payment under this Policy. We may, however, withdraw from the defense of such suit and tender the continued defense to an Insured if our applicable Limit of Liability stated in **Item 5.** of the Declarations are exhausted by payment of damages.
- D. If we exercise our rights under Paragraphs **B.** or **C.** above, we will do so at our own expense, and any such payments will not reduce the Limits of Liability provided by this Policy, unless such payments reduce the Limits of Underlying Policies. If defense payments reduce the Limits of Underlying Policies, they will also reduce the Limits of Liability provided by this Policy.

SECTION IV. - EXCLUSIONS

This Policy does not apply to any liability, damage, loss, cost or expense:

A. ASBESTOS

Arising out of:

1. The manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;
2. Any obligation of an Insured to indemnify any party because of damages arising out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or
3. Any obligation to defend any suit or claim against an Insured that seeks damages if such suit or claim arises as the result of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.



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B. LAWS VARIOUS

Imposed on an Insured, or an Insured's insurer:

1. Under any of the following laws: Uninsured motorists, Underinsured motorists, Auto no-fault laws or other first party personal injury laws, or medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.
2. For any obligation of an Insured under any workers compensation, disability benefits or unemployment compensation law or any similar law.
3. For any obligations incurred or imposed upon an Insured (or which are imputed to an Insured) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof.

C. NUCLEAR

1. With respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. The Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Bodily injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. The **nuclear material**:
 - 1) Is at any **nuclear facility** owned by, or operated by or on behalf of, an Insured; or
 - 2) Has been discharged or dispersed therefrom;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - c. The bodily injury or **nuclear property damage** arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Sub-paragraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

As used in this Exclusion C.:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - 1) Separating the isotopes of uranium or plutonium;
 - 2) Processing or utilizing **spent fuel**; or
 - 3) Handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property.
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material:
 - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - c. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

D. POLLUTION LIABILITY

1. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
2. Arising out of pollution cost or expense.

However, if insurance for bodily injury or property damage for such discharge, dispersal, seepage, migration, release or escape of pollutants, or pollution cost or expense, is provided by the **Underlying Policies**:

1. This exclusion shall not apply; and
2. The insurance provided by this Policy will not be broader than the insurance coverage provided by the **Underlying Policies**.

E. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

- A. Executive Officer** means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.
- B. Followed Policy** means the policy listed in **Item 7.** of the Declarations of this Policy.
- C. Responsible Insured** means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.
- D. Underlying Policies** means those policies that comprise the Total Limits of Underlying Policies scheduled in **Item 6.** of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

SECTION VI. – CONDITIONS

A. BANKRUPTCY OR INSOLVENCY

1. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.



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2. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such underlying insurance, but will apply as if all the limits of any underlying insurance is fully available and collectible.

B. CANCELLATION

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to be effective.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in **Item 1.** of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of the cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

C. CHANGES IN FOLLOWED POLICIES

If during the policy period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, you will give us, as soon as practicable, written notice of the full particulars of such changes. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that we agree to follow such changes in writing and you agree to any additional premium or amendment of the provisions of this Policy required by us relating to such changes. Such change in coverage is conditioned upon your payment when due of any additional premium required by us relating to such changes.

D. COVERAGE TERRITORY

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a claim or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

E. MAINTENANCE OF UNDERLYING INSURANCE

During the period of this Policy, you agree:

1. To keep the policies making up the Total Limits of Underlying Policies in **Item 6.** of the Declarations in full force and effect;
2. That the limits of insurance of the **Underlying Policies** will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for damages covered by **Underlying Policies**;
3. **Underlying Policies** may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any **Underlying Policies**;
4. Renewals or replacements of the **Followed Policy** will not be materially changed without our agreement.

Your failure to comply with these requirements will not invalidate this Policy, but in the event of such failure, we will only be liable to the same extent as if there had been full compliance with these requirements.

F. PAYMENT OF PREMIUM

The first Named Insured listed in **Item 1.** of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy, and for the receipt of any premium refund that may become payable under this Policy.

G. REQUIRED NOTICES TO INSURER BY INSURED

1. Notice of Occurrence, Offense, Claim or Loss

- a. You or an Insured shall give written notice as soon as practicable to us of any occurrence, offense, claim or suit likely to involve this Policy.
- b. Without limiting the requirements of paragraph **a.** above, you or an Insured shall separately, and as soon as practicable, give written notice to us when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by you or an Insured or Underlying Insurers to a level of fifty percent (50%) or more of the Underlying Aggregate Limit.

2. Notice Regarding Material Change

You shall give written notice to us of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.



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FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

With respect to the Notice required in Paragraphs **1.** and **2.** of this Condition **G.**, notice to an Underlying Insurer shall not constitute notice to us. Notice under this Policy shall be given to us at the appropriate address set forth in **Item 9.** of the Declarations of this Policy.

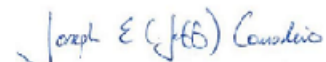
H. RESTRICTIVE AS UNDERLYING


Notwithstanding any provision to the contrary in this Policy, including, without limitation, **SECTION I. – COVERAGE** of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the “Intervening Policy”) contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

I. SERVICE OF SUIT

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a duly authorized agent of the Insurer.


President


Secretary

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	1
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SCHEDULE OF ENDORSEMENTS

FORM NO.:

SSNEXS0010CW
SSNEXS0016CW
SSNEXS0183CW

SSNEXS0028CA

SSNEXS0042CW

SSNEXS0051CW
SSNEXS0061CW

SSNML0002CW

SSNEXS0067CW

SSNEXS0187CW

SSNEXS0188CW

SSNEXS0080CW
SSNEXS0122CW

SSNEXS0129CW

SSNEXS0135CW

SSNEXS0137CW

SSNEXS0166CW
SSNEXS0306CW
SSNML0001CW

SSNEXS1011CW

SSNEXS1019CW

ENDORSEMENT NAME:

ABUSE OR MOLESTATION EXCLUSION
ANTI-STACKING OF LIMITS CONDITION
AUTO COVERAGE - EXCLUSION OF
TERRORISM
CANCELLATION AND NONRENEWAL -
CALIFORNIA CHANGES
CROSS LIABILITY EXCLUSION - BROAD
FORM
DESIGNATED EXPOSURES EXCLUSION
DIRECTORS AND OFFICERS LIABILITY
EXCLUSION
DISCLOSURE PURSUANT TO TERRORISM
RISK INSURANCE ACT
EMPLOYMENT DISCRIMINATION AND
EMPLOYMENT "RELATED PRACTICES
EXCLUSION
EXCLUSION OF OTHER ACTS OF
TERRORISM COMMITTED OUTSIDE THE
UNITED STATES; CAP ON LOSSES FROM
CERTIFIED ACTS OF TERRORISM
EXCLUSION OF PUNITIVE DAMAGES
RELATED TO A CERTIFIED ACT OF
TERRORISM
FUNGI OR BACTERIA EXCLUSION
PENDING AND PRIOR LITIGATION AND
KNOWN LOSSES EXCLUSION
POLLUTION EXCLUSION (WITH HOSTILE
FIRE EXCEPTION)
PROFESSIONAL LIABILITY CONSULTANTS
EXCLUSION
PROFESSIONAL LIABILITY ENGINEERS,
ARCHITECTS OR SURVEYORS EXCLUSION
SILICA EXCLUSION
HUMAN TRAFFICKING EXCLUSION
TERRORISM QUOTE PREMIUM
DISCLOSURE
DEFINITION OF INSURED AND
AMENDMENT OF CANCELLATION
PROVISION
FIREARMS AND WEAPONS EXCLUSIONS

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	2
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

ABUSE OR MOLESTATION EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom the Insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	3
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

ANTI-STACKING OF LIMITS CONDITION

The Policy is amended as follows:

SECTION VI. – CONDITIONS, is amended to include the following condition:

If this Policy and any other policy provided by us or any of our affiliated companies will apply to the same claim, suit or occurrence, the maximum limit of insurance under all policies available will not exceed the highest applicable limit of insurance available under any one policy. However, this condition will not apply if the insurance is specifically written to be excess of this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	4
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

AUTO COVERAGE – EXCLUSION OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The provisions of this endorsement:

1. Apply only to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added and applies under this endorsement wherever the term terrorism is in bold text:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for liability, damage, loss, cost or expense caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any liability, damage, loss, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. ***But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:***

1. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Policy.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	5
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CANCELLATION AND NONRENEWAL - CALIFORNIA CHANGES

The Policy is amended as follows:

A. Paragraph B. 2. CANCELLATION of SECTION VI. - CONDITIONS is deleted and replaced by the following:

2. a. All Policies In Effect For 60 Days Or Less

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for:
 - (a)** Nonpayment of premium; or
 - (b)** Discovery of fraud by:
 - (i)** Any insured or his or her representative in obtaining this insurance; or
 - (ii)** You or your representative in pursuing a claim under this Policy.
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. All Policies In Effect For More Than 60 Days

- (1)** If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:
 - (a)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (b)** Discovery of fraud or material misrepresentation by:
 - (i)** Any insured or his or her representative in obtaining this insurance; or
 - (ii)** You or your representative in pursuing a claim under this Policy.
 - (c)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (d)** Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (e)** Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

- (f) A determination by the Commissioner of Insurance that the:
 - (i) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (ii) Continuation of the policy coverage would:
 - i. Place us in violation of California law or the laws of the state where we are domiciled; or
 - ii. Threaten our solvency.
- (g) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.
- (h) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
- (i) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse.
- (j) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- (2) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **b.(1)**.

B. SECTION VI. – CONDITIONS is amended to include the following condition:

NONRENEWAL

If we elect not to renew this Policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	6
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

CROSS LIABILITY EXCLUSION – BROAD FORM

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any actual or alleged liability, damage, loss, cost or expense to:

1. Any business enterprise in which any Insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any Insured;
2. Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in 1.;
3. A present, former, future or prospective partner, officer, director, stockholder or employee of any Insured;
4. Any Insured; or
5. The spouse, child, parent or sibling of any of the above as a consequence of 1., 2., 3. or 4.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	7
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DESIGNATED EXPOSURES EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of exposures that are designated in the Schedule below:

SCHEDULE

Designated exposures:

The loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the **Internet**; or

Injury or damage to any computer hardware, computer system, computer network, or the **Internet** as a result of 1. above.

As used in this endorsement, **Internet** shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the **Internet**, an intranet, an extranet or a virtual public network.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	8
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

The Policy is amended as follows:

A. SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising from any **Wrongful act** of any director or officer of the Insured in the discharge or performance of their duties as such.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Wrongful Act means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	9
Endorsement Effective Date:	03/09/2025

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 44 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s): Following Form Excess Liability Insurance Policy Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses: 80% (Refer to Paragraph B of this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	10
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**EMPLOYMENT DISCRIMINATION AND EMPLOYMENT – RELATED
PRACTICES EXCLUSION**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, defense costs, fines or damages which arise out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions;
4. Consequential bodily injury or personal injury as a result of **1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in another capacity and to any obligation of the Insured to share damages with or to repay someone else who must pay damages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	11
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

SCHEDULE

Certified Acts of Terrorism Retained Amount	\$2,000,000
----------------------------------------------------	--------------------

- A.** Coverage provided by this Policy for damages arising out of a **Certified Act of Terrorism** applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph **B.** below.

- B. SECTION II. – LIMITS OF LIABILITY**, is amended to include the following:

The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, **Underlying Policies**, or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to damages arising out of a **Certified Act of Terrorism** covered under this Policy: and
2. Separately to each **Certified Act of Terrorism**.

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

- C. SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense:

TERRORISM

Arising, directly or indirectly, out of an **Other Act of Terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

D. SECTION V. – DEFINITIONS, is amended to include the following definitions:

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- E. In the event of an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.
- F. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	12
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF
TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a **Certified Act of Terrorism** that are awarded as punitive damages.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	13
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

FUNGI OR BACTERIA EXCLUSION

The Policy is amended as follows:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, **fungi** or bacteria, by any Insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a food product intended for consumption.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	14
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of any claim, suit, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this Policy, as well as all future liability, damage, loss, cost or expense arising out of said pending or prior litigation; or
2. Any bodily injury, property damage, personal injury, advertising injury, or any other injury or damage of which any Insured had knowledge prior to the effective date of this Policy.

This exclusion applies whether or not:

- a. Damages continue or progress during this policy period; or
- b. Ultimate liability for the final amount of damages, loss, cost or expense has been established.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	15
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**POLLUTION EXCLUSION
(WITH HOSTILE FIRE EXCEPTION)**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, exclusion **D. POLLUTION LIABILITY**, is deleted in its entirety and replaced with the following exclusion:

This Policy does not apply to:

D. POLLUTION LIABILITY

1. Any liability, damage, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
 - b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom any Insured may be legally responsible;
 - d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
 - 1) If the pollutants are brought on or to the premises, site or location in connection with such operations by any Insured or such contractor or subcontractor; or
 - 2) If the operations are the test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

Sub-paragraphs **1.a.** and **1.d.1)** do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

As used in this exclusion, a **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

- e. If the liability, damage, loss, cost or expense is included within the products-completed operations hazard;

- f.** That are, or that are contained in any property that is:

 - 1)** Being transported or towed by, or handled for movement into, onto or from, the covered auto;
 - 2)** Otherwise in the course of transit by or on behalf of any Insured; or
 - 3)** Being stored, disposed of, related or processed in or upon the covered auto.
 - g.** Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by any Insured for movement into or onto the covered auto; or
 - h.** After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by any Insured.
- 2.** Pollution cost or expense.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	16
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

PROFESSIONAL LIABILITY – CONSULTANTS EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. Any error, omission, defect or deficiency in any consulting, supervision, instructions, warnings, advice, testing evaluations or recommendations done by or on behalf of any Insured; or
2. The reporting of or reliance upon any such material or information given or which should have been given in connection therewith.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	17
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**PROFESSIONAL LIABILITY – ENGINEERS, ARCHITECTS OR SURVEYORS
EXCLUSION**

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of professional services performed by or for any Insured including:

1. The preparing, approving, or the failure to prepare or approve: maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
2. Supervisory, inspection, or engineering services; or the failure to provide those services.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	18
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SILICA EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
2. Any liability, damage, loss, cost or expense arising from or related to:
 - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph 1. above;
 - b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph 1. above; and
 - c. Any fines or penalties imposed because of events described in Paragraph 1. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	19
Endorsement Effective Date:	03/09/2025

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY. FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY
HUMAN TRAFFICKING EXCLUSION**

The Policy is amended as follows:

SECTION IV – EXCLUSIONS, is amended to include the following exclusion:

This Policy shall not apply to “Human Trafficking.” This exclusion applies to any claims, liability, damages, loss, cost or expense of any kind arising out of, related to, based upon, attributable to, caused by, and/or in any way connected with “Human Trafficking”, including, but not limited to:

Injury and damages of any type, including, but not limited to: property damage, personal and advertising injury, bodily injury, physical injury, mental injury, emotional distress, shock, mental anguish, humiliation, disability, disease, psychological injury, illness, and/or death, including allegations of wrongful death arising out of, related to, caused by, and/or in any way connected with “Human Trafficking”.

“Human Trafficking” means the transporting, soliciting, using, recruiting, harboring, providing, enticing, maintaining, forcing, inducing, coercing, or obtaining another person for the purpose of exploitation of that person and/or to benefit from that person’s work, labor or service. “Human Trafficking” includes, but is not limited to, “Sex Trafficking.”

“Sex Trafficking” means transporting, soliciting, recruiting, harboring, providing, enticing, maintaining, forcing, inducing, coercing, or obtaining another person to perform sexual acts and/or other physical acts.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE
SAME.**

Named Insured: Advanced Mobility Group
Type of Policy: Following Form Excess Liability Insurance
Effective Date: 03/09/2025
Insurance Company: StarStone National Insurance Company

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of the covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits the United States Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

TERRORISM INSURANCE COVERAGE PREMIUM

Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, is included under this policy for a premium of

Limits	TRIPRA Premium
\$1,000,000	\$9
\$2,000,000	\$18
\$3,000,000	\$26
\$4,000,000	\$35
\$5,000,000	\$44

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	20
Endorsement Effective Date:	03/09/2025

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY. FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY
Definition of Insured and Amendment of Cancellation Provision**

The Policy is amended as follows:

1. The following is deleted from the introductory paragraphs of the Policy:

The word Insured means any person or organization qualifying as such in the **Followed Policy** but only to the extent which such Insured qualifies for coverage in the **Followed Policy**.

2. The following is added to **SECTION V. –Definitions:**

E. Insured (whether or not bolded) means:

1. The Named Insured designated in item 1 of the Declarations of this Policy.
2. Any Named Insured designated as such in the **Followed Policy**.
3. Any person or organization qualifying as an **Insured** in the **Followed Policy** but only to the extent such person or organization qualifies for coverage in the **Followed Policy**.
4. Any person or organization qualifying as an Additional Insured under the **Followed Policy** but only to the extent such person or organization qualifies for coverage in the **Followed Policy**. The coverage provided by this Policy will be no broader than that provided to the Additional Insureds in the **Followed Policy**.

3. **SECTION VI. – CONDITIONS, B. CANCELLATION** is modified as follows:

- a) **Paragraph 2.** Is amended to include the following:

However if the **Followed Policy** provides different time period(s) for mailing or delivering written notice of cancelation of the **Followed Policy**, we will follow the time period(s) set forth in the **Followed Policy**.

- b) The following is added:

7. We may cancel the Policy if the **Followed Policy** is cancelled.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Named Insured:	Advanced Mobility Group
Policy No:	76507Y251ALI
Endorsement No:	21
Endorsement Effective Date:	03/09/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOWING FORM EXCESS LIABILITY INSURANCE
POLICY**

EXCLUSION – FIREARMS AND WEAPONS

This Policy is amended as follows:

SECTION IV- EXCLUSIONS is amended to include the following:

- A. This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of, caused by, or resulting from, in whole or in part:
1. The ownership, maintenance, use or misuse by any insured or any other person of any **firearm**;
 2. The ownership, maintenance, use or misuse by any insured or any other person of any object or instrument used as a **weapon**, whether or not it was originally intended, created or designed to be used as a **weapon**;
 3. Any act, error or omission committed by you or on your behalf in connection with the prevention or suppression of the use of:
 - a. Any **firearm**;
 - b. Any object or instrument used as a **weapon**, whether or not it was originally intended, created or designed to be used as a **weapon**;
 4. The failure of any insured, or any person or legal entity to provide an environment safe from the use of **firearm** or **weapon** whether or not such instrument, object or projectile was originally intended, created or designed to be used as a **weapon** or **firearm** including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute in whole or in part to the **bodily injury, property damage, or personal and advertising injury** or the failure to maintain the premises by you, any insured, or any person or legal entity;
 5. Any failure or delay in the rendering of proper aid or assistance, reporting to proper authorities, investigating any incident, preserving of any evidence, or otherwise failing to respond properly or timely to any **occurrence** involving a **firearm** or **weapon** regardless of whether or not such instrument, object or projectile was originally intended, created or designed to be used as a **weapon** or **firearm**.

B. This exclusion applies to the foregoing and to any **claim** or **suit** alleging in whole or in part the foregoing:

1. Whether an act or omission is by, for, or on behalf of an insured, or at the direction of an insured, or by or at the direction of any other person or entity.
2. Whether an act or omission is on premises owned or occupied by an insured, or owned or occupied by any other person or entity;
3. Regardless of the intent or degree of culpability of any insured, or of any other person or entity;
4. Regardless of whether the use or misuse of a **firearm** or **weapon** is a direct cause, and/or a contributory cause of **bodily injury, property damage, or personal and advertising injury** ;
5. Regardless of the presence of other allegations in the **claim** or **suit** which are not excluded by the terms of this endorsement; and
6. Regardless of the legal theory of liability or damages, including but not limited to vicarious liability, violation of any law or statute, criminal act, intentional act or negligence, and including but not limited to causes of action based on hiring, supervision, retention, training, instructing, advising, monitoring, providing security, or implementing procedures and protocols.

SECTION V-DEFINTIONS is amended to include the following:

Firearm means any pistol, rifle, gun, or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

Weapon means any instrument that can be or is utilized in an offensive or defensive nature and includes, but is not limited to, batons, bows, crossbows, arrows, knives, mace, stun guns, or swords.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.