

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of September, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **TDG ENGINEERING, INC.**, a California corporation, whose address is **1322 WEBSTER STREET, SUITE 208, OAKLAND, CALIFORNIA 94612** (“**Provider**”), 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 Complete Streets Engineering Services. City staff issued an RFP on June 23, 2022, and after a submittal period of twenty-six 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 possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for On-Call Complete Streets 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 on the ____ day of September 2022, and shall terminate on the ___ day of September 2027, 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 \$2,500,000.

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by 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.

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. 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 indemnify and 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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4) 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.

(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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(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

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 occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

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 INSUREDS:

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).

E. **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.

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. 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**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of 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.

c. 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, Room 110
Alameda, CA 94501
ATTENTION: Tawfic N. Halaby, Supervising Civil Engineer
Ph: (510) 747-7937 / Cell: (510) 381-8963
Email: thalaby@alamedaca.gov

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

TDG Engineering, Inc.
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910
ATTENTION: Sara Rauwolf, Project Manager
Ph: 510.298.0740 x610 / Email: srauwolf@tooledesign.com

- a. 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, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Office Assistant
Ph: (510) 747-7932 / Email: 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 the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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. [See Certification of Compliance attached.]

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.

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 30, 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. 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.

27. 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.

28. 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.

29. 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.


TDG ENGINEERING, INC.
a California Corporation

CITY OF ALAMEDA
a municipal corporation



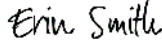
Jennifer Toole
President

Nancy Bronstein
Interim City Manager




William Schultheiss
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:


21DC39E8C019480...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


765D25E39B18464...
Len Aslanian
Assistant City Attorney

Certification of Compliance With the City of Alameda's Vaccination Requirement

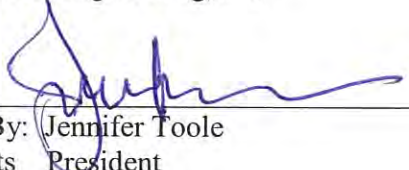
The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

TDG Engineering, Inc.

Date: 8/24/22


By: Jennifer Toole
Its President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

TOOLE
DESIGN

City of Alameda

ON-CALL COMPLETE STREETS ENGINEERING SERVICES

July 18, 2022





1322 WEBSTER STREET
SUITE 208
OAKLAND, CA 94612

510.298.0740
TOOLEDESIGN.COM

July 15, 2022

City of Alameda
Public Works Administration
Attn: Tawfic Halaby, Supervising Civil Engineer
950 West Mall Square, Room 110
Alameda, CA 94501

RE: Proposal to Provide On-Call Complete Streets Engineering Services

Dear Mr. Halaby and Members of the Evaluation Committee:

TDG Engineering, Inc. (TDG), an affiliate of Toole Design Group, LLC, is pleased to present our team's proposal to provide On-Call Complete Streets Engineering Services for the City of Alameda. Our qualified team has thoroughly reviewed the RFQ and understands the services needed to successfully deliver any projects requested by the City.

TDG is the nation's leading planning, engineering, and landscape architecture firm specializing in the design of multimodal Complete Streets. Our mission is to create livable communities where walking, bicycling, taking transit, and driving are safe for everyone. We focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality. We have an internal team of local and national experts in Complete Streets, Vision Zero, civil engineering, stormwater design, and signal design. Our team is prepared to deliver the Complete Projects described in the RFP; however, if there is a specialty service needed on a project, we are prepared to bring on a subconsultant to cover that area as needed.

This on-call contract will be administered out of our Oakland office with support from national experts on task orders, as appropriate. Our Oakland team has led projects for cities across the Bay Area from planning through final design and includes the full spectrum of staff needed for a successful implementation of Complete Streets projects. We have enjoyed working with the City of Alameda to develop the recently adopted Alameda Vision Zero Action Plan, design Slow Streets projects, and develop a conceptual design for the Willie Stargell Avenue Trail, among other projects. Our work in Alameda has given our staff an understanding of Alameda's unique island context, and we are excited to continue to support the City in implementing projects to serve multimodal users throughout the community.

Sara Rauwolf, PE, Contract Manager for TDG's most recent Complete Streets on-call with Alameda, will serve as Contract Manager and main point of contact between the City and TDG Team. Sara brings over five years of engineering and project management expertise in the Bay Area and will ensure TDG's Team is staffed to deliver on any assigned task orders, leverage best practice guidance material to make informed recommendations, and lead the development of planning and engineering documents. Sara will be supported by **Amalia Leighton Cody, PE, AICP**, who will serve as Principal-in-Charge and Engineer of Record for this contract, overseeing projects for integrity, safety, equity, and practicality. Amalia is a civil engineer and planner who has managed significant utility, stormwater, park, and transportation planning projects, and clients who have worked with Amalia value her emphasis on implementation. She has experience leading complex, multi-disciplinary teams and delivering projects on schedule and on budget. **Jeremy Chrzan, PE, PTOE, LEED AP®** will serve as the Quality Assurance/Quality Control Lead.

We are committed to providing the services as specified, and we will commit our staff and resources necessary to provide on-call consulting services throughout this contract. TDG has deep professional and technical resources, with a staff that includes planners, engineers, designers, landscape architects, data and GIS analysts, safety experts, and graphic artists. TDG's proximity to Alameda means that we will be accessible and available for all

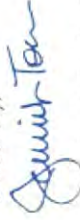
Exhibit A

projects. We know that good communication starts with accessibility, and there will always be a team member available to respond to critical matters. For each task order, TDG will implement a project management approach for effective communication between City of Alameda staff, our team, and project stakeholders. Our project leadership will then assign the appropriate staff for each task order. We employ tools proven to effectively present, monitor, and communicate the scope, schedule, and budget throughout the duration of a project.

I confirm that I am a legal representative of TDG Engineering, Inc. and therefore, authorized to bind our firm to an agreement in the event of an award. I confirm that, as of the submission deadline, TDG has a minimum of three years of experience satisfactorily providing the same or similar services requested under this RFP, and that TDG is registered with the California Secretary of State in good standing. I confirm that TDG accepts the provisions listed in the RFQ and confirms that our proposal is valid for 90 days commencing on July 18, 2022. TDG has reviewed the standard service provider agreement and associated insurance requirements and requests the exceptions noted below.

TDG has a history of meeting project objectives on time and under budget. We are proud of our reputation for excellence in the field of planning, urban design, and engineering, and we encourage you the selection committee to contact our clients to inquire about our work. If you have questions about our proposal, please contact Sara Rauwolf, Contract Manager and contact person for this submittal, at srauwolf@tooledesign.com or 510.298.0740 210. Thank you for considering our team.

Sincerely,



Jennifer L. Toole, AICP, ASLA, President

TDG Engineering, Inc. (TDG) is an affiliate of Toole Design Group, LLC. TDG Engineering, Inc. conducts engineering services in California. TDG has the same ownership as Toole Design and performs work under the direction of Jeremy Chrzan, PE, who is a California-registered engineer.

EXCEPTIONS

TDG has thoroughly reviewed the RFQ and supporting documents and requests the following exceptions. However, we are flexible, and can waive our exceptions if necessary. We look forward to negotiation with the City during the contracting period.

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 **defend 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.

Certification of Compliance With the City of Alameda's Vaccination Requirement

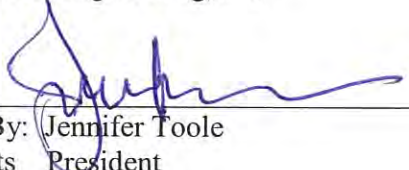
The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

TDG Engineering, Inc.

Date: 8/24/22


By: Jennifer Toole
Its President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:
COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

SAMPLE

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

TOOLE
DESIGN

City of Alameda

ON-CALL COMPLETE STREETS ENGINEERING SERVICES

July 18, 2022





1322 WEBSTER STREET
SUITE 208
OAKLAND, CA 94612

510.298.0740
TOOLEDESIGN.COM

July 15, 2022

City of Alameda
Public Works Administration
Attn: Tawfic Halaby, Supervising Civil Engineer
950 West Mall Square, Room 110
Alameda, CA 94501

RE: Proposal to Provide On-Call Complete Streets Engineering Services

Dear Mr. Halaby and Members of the Evaluation Committee:

TDG Engineering, Inc. (TDG), an affiliate of Toole Design Group, LLC, is pleased to present our team's proposal to provide On-Call Complete Streets Engineering Services for the City of Alameda. Our qualified team has thoroughly reviewed the RFQ and understands the services needed to successfully deliver any projects requested by the City.

TDG is the nation's leading planning, engineering, and landscape architecture firm specializing in the design of multimodal Complete Streets. Our mission is to create livable communities where walking, bicycling, taking transit, and driving are safe for everyone. We focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality. We have an internal team of local and national experts in Complete Streets, Vision Zero, civil engineering, stormwater design, and signal design. Our team is prepared to deliver the Complete Projects described in the RFP; however, if there is a specialty service needed on a project, we are prepared to bring on a subconsultant to cover that area as needed.

This on-call contract will be administered out of our Oakland office with support from national experts on task orders, as appropriate. Our Oakland team has led projects for cities across the Bay Area from planning through final design and includes the full spectrum of staff needed for a successful implementation of Complete Streets projects. We have enjoyed working with the City of Alameda to develop the recently adopted Alameda Vision Zero Action Plan, design Slow Streets projects, and develop a conceptual design for the Willie Stargell Avenue Trail, among other projects. Our work in Alameda has given our staff an understanding of Alameda's unique island context, and we are excited to continue to support the City in implementing projects to serve multimodal users throughout the community.

Sara Rauwolf, PE, Contract Manager for TDG's most recent Complete Streets on-call with Alameda, will serve as Contract Manager and main point of contact between the City and TDG Team. Sara brings over five years of engineering and project management expertise in the Bay Area and will ensure TDG's Team is staffed to deliver on any assigned task orders, leverage best practice guidance material to make informed recommendations, and lead the development of planning and engineering documents. Sara will be supported by **Amalia Leighton Cody, PE, AICP**, who will serve as Principal-in-Charge and Engineer of Record for this contract, overseeing projects for integrity, safety, equity, and practicality. Amalia is a civil engineer and planner who has managed significant utility, stormwater, park, and transportation planning projects, and clients who have worked with Amalia value her emphasis on implementation. She has experience leading complex, multi-disciplinary teams and delivering projects on schedule and on budget. **Jeremy Chrzan, PE, PTOE, LEED AP®** will serve as the Quality Assurance/Quality Control Lead.

We are committed to providing the services as specified, and we will commit our staff and resources necessary to provide on-call consulting services throughout this contract. TDG has deep professional and technical resources, with a staff that includes planners, engineers, designers, landscape architects, data and GIS analysts, safety experts, and graphic artists. TDG's proximity to Alameda means that we will be accessible and available for all

Exhibit A

projects. We know that good communication starts with accessibility, and there will always be a team member available to respond to critical matters. For each task order, TDG will implement a project management approach for effective communication between City of Alameda staff, our team, and project stakeholders. Our project leadership will then assign the appropriate staff for each task order. We employ tools proven to effectively present, monitor, and communicate the scope, schedule, and budget throughout the duration of a project.

I confirm that I am a legal representative of TDG Engineering, Inc. and therefore, authorized to bind our firm to an agreement in the event of an award. I confirm that, as of the submission deadline, TDG has a minimum of three years of experience satisfactorily providing the same or similar services requested under this RFP, and that TDG is registered with the California Secretary of State in good standing. I confirm that TDG accepts the provisions listed in the RFQ and confirms that our proposal is valid for 90 days commencing on July 18, 2022. TDG has reviewed the standard service provider agreement and associated insurance requirements and requests the exceptions noted below.

TDG has a history of meeting project objectives on time and under budget. We are proud of our reputation for excellence in the field of planning, urban design, and engineering, and we encourage you the selection committee to contact our clients to inquire about our work. If you have questions about our proposal, please contact Sara Rauwolf, Contract Manager and contact person for this submittal, at srauwolf@tooledesign.com or 510.298.0740 210. Thank you for considering our team.

Sincerely,



Jennifer L. Toole, AICP, ASLA, President

TDG Engineering, Inc. (TDG) is an affiliate of Toole Design Group, LLC. TDG Engineering, Inc. conducts engineering services in California. TDG has the same ownership as Toole Design and performs work under the direction of Jeremy Chrzan, PE, who is a California-registered engineer.

EXCEPTIONS

TDG has thoroughly reviewed the RFQ and supporting documents and requests the following exceptions. However, we are flexible, and can waive our exceptions if necessary. We look forward to negotiation with the City during the contracting period.

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 ~~defend 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.~~

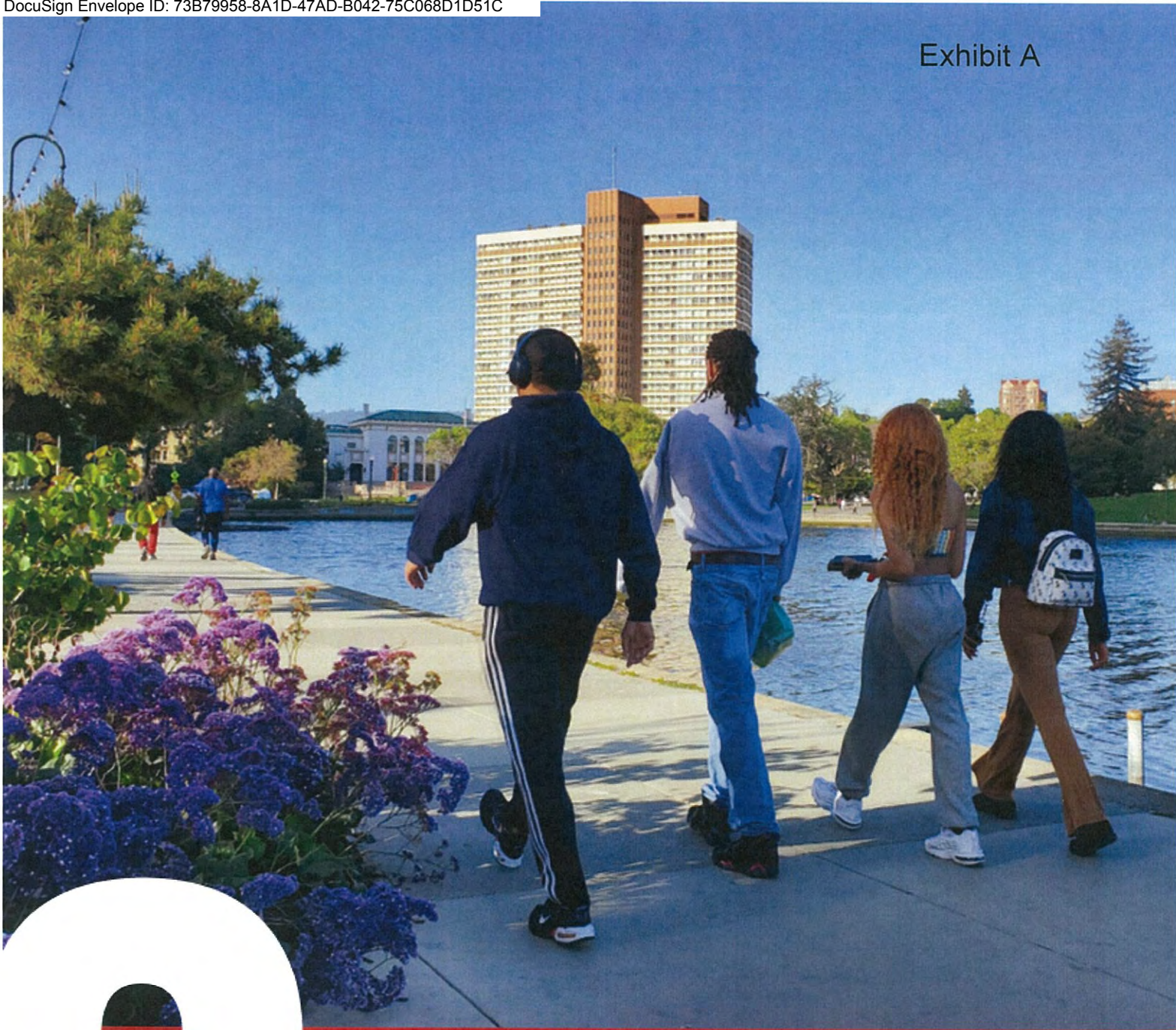
c. Provider's obligation to indemnify, **defend** and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

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5	CITY OF ALAMEDA LOCAL BUSINESS PREFERENCE	
	Local Preference Documentation	N/A

Pedestrians and bicyclists travel along Shore Line Drive in Alameda.



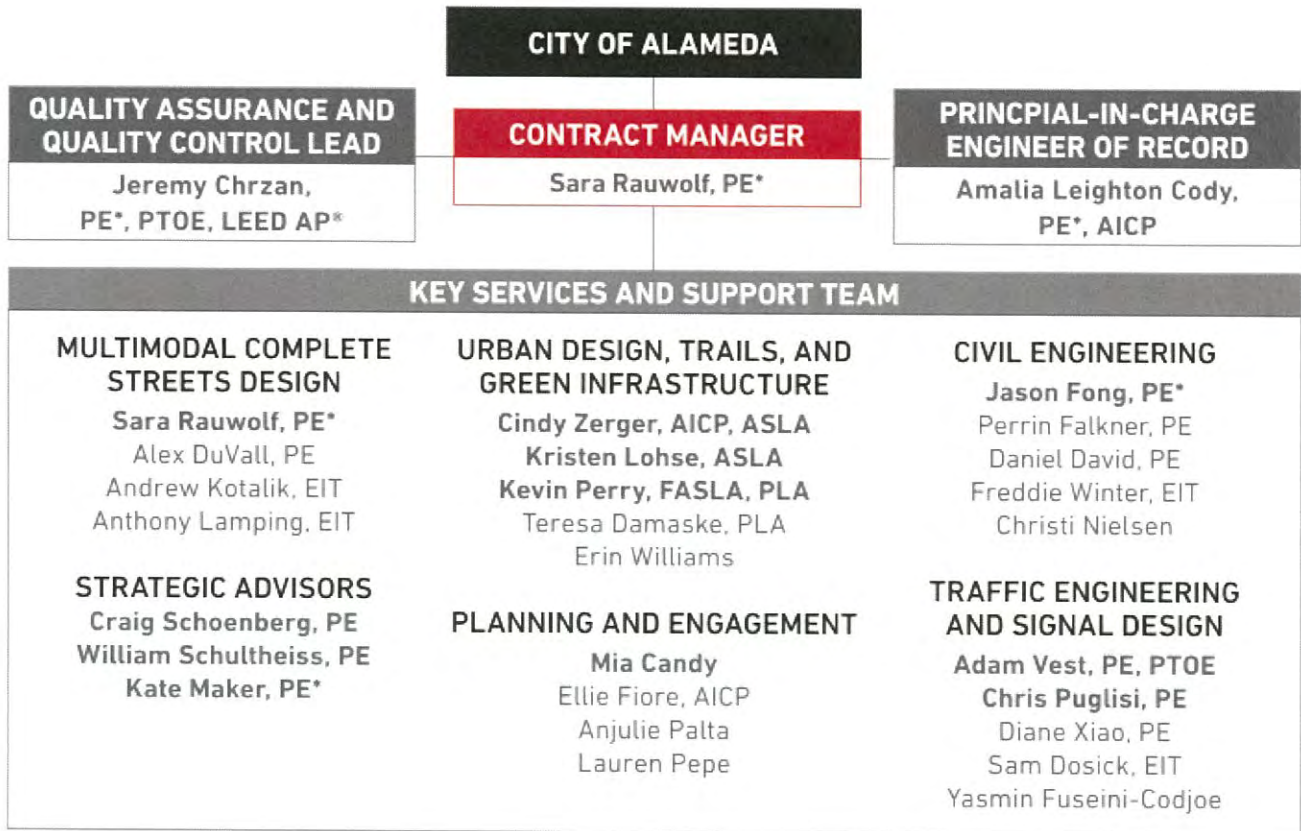


**RELEVANT EXPERIENCE
OF KEY PERSONNEL
AND FIRM**

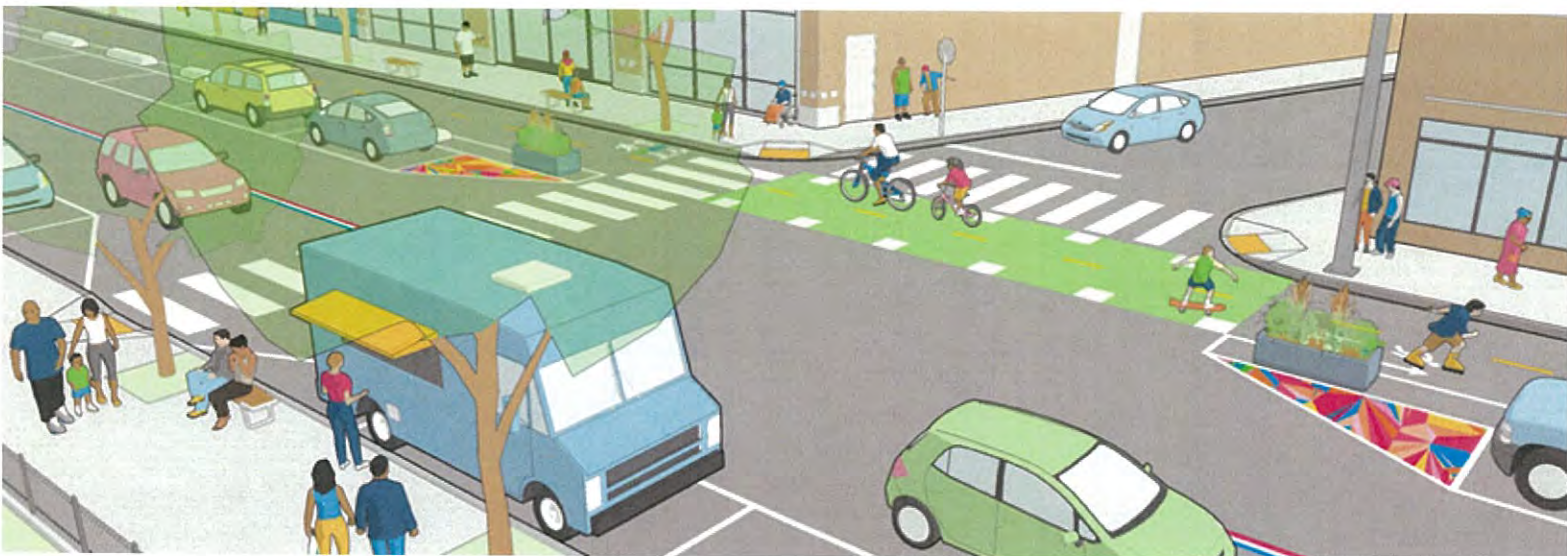


KEY PERSONNEL EXPERIENCE

The organization chart below illustrates our proposed approach to staffing for the contract. Key team members are listed in bold who will not be replaced without prior consultation with and approval by the City for the full duration of the project. **Bold** = Task Lead



* California licensed Professional Engineer



KEY PERSONNEL BIOS

TDG has selected a group of highly experienced engineers, designers, and planners who have been involved in Complete Streets design projects and on-call contracts locally, regionally, and nationally for a number of years. Brief biographies are provided below.

Sara Rauwolf, PE | Contract Manager

Sara is an engineer and planner with experience working on local and regional transportation projects. Her experience includes the design of safer and more accessible bicycle and pedestrian facilities from concept design through final design, development of Vision Zero designs, traffic analysis, signal design, roadway design, multimodal transit access planning, multimodal corridor design, active transportation plans, grant writing, planning and design of intelligent transportation systems. Sara applies her experience serving on both planning and design projects in a variety of communities to deliver creative, effective, and sustainable transportation solutions that make places safer and more equitable for all people. Sara is currently managing TDG's on-call contract with the City of Alameda, the Vera Avenue Bicycle Boulevard in Redwood City, and work under TDG's Complete Streets on-call with the City of San Jose.

Jeremy Chrzan, PE, PTOE, LEED AP® | QA/QC Lead

Jeremy is a Professional Engineer with over 20 years of experience in transportation, municipal, and site engineering projects. He is TDG's Multimodal Design Practice Lead. His engineering background encompasses bicycle, pedestrian, highway, and roundabout design; green street projects; project management and permitting; traffic mitigation; stormwater management; erosion control; maintenance and protection of traffic; utility coordination; and construction oversight. Jeremy is a national leader in multimodal design and has been a contributing author to federal and state design guides.

Amalia Leighton Cody, PE, AICP |

Principal-in-Charge and Engineer of Record Amalia, TDG's Director of Engineering for Western U.S., is a civil engineer and planner who brings significant experience in designing roadway and public space projects. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Clients who have worked with Amalia value her emphasis on implementation. Her projects often include roadway and intersection

design, stormwater management (LID and green infrastructure), ADA, traffic calming, and utility infrastructure relocation. She is the Principal-in-Charge for TDG's most recent Complete Streets on-call with the City of Alameda.

William Schultheiss, PE | Strategic Advisor

Bill is a national leader in the field of non-motorized transportation design known for his groundbreaking work in Complete Streets design. Bill has served as lead technical engineer or Principal-in-Charge for most of the firm's Complete Streets projects to bring a safe systems perspective to the project. He has personally overseen and designed the retrofit of over 300 miles of urban streets to improve their multimodal capacity and safety. Bill regularly negotiates the interpretation of guidelines and research with public agency professionals for retrofit projects to build support for Complete Streets treatments. Bill's recent work includes the forthcoming update of the AASHTO *Guide for the Development of Bicycle Facilities*.

Craig Schoenberg, PE | Strategic Advisor

Craig is a Senior Civil Engineer with over a decade of experience working on roadway, pedestrian, bicycle and site development projects. He is experienced in all phases of project development, including early concept and alternatives analysis, public engagement, early design packages and full PS&E documents. Craig brings experience working on a variety of projects in multimodal transportation environments, including pedestrian and bicyclist design in and around transit corridors and urban/suburban street networks. Craig has worked on design guidance at the local, state and national levels, including OakDOT's 14th Street project and the San Jose Downtown West project.

Kate Maker, PE | Strategic Advisor

As TDG's Deputy Director of Civil Engineering with almost two decades of experience, Kate specializes in transportation construction projects within urban and suburban corridors where right-of-way can be limited, edge conditions are defined, and drainage can be a challenge. Kate is an expert in ADA compliance and has worked on streetscapes, parks, and roadway improvements including curb extensions, roundabouts, raised crosswalks, and raised intersections. Kate is serving as the QA/QC Lead for the Berkeley Southside Complete Streets project.

Exhibit A

Cindy Zerger, AICP, ASLA | Urban Design Lead
Cindy leads TDG's urban design and landscaping work in California. She focuses on improving the public realm experience in all of her work, which ranges from complex urban design projects to large statewide and national initiatives. In recognition of how crucial design details are to the way someone experiences a place, Cindy coined the term "Path as Place" to stress shaping the public realm in a way that invites people to engage with it rather than simply pass through. Cindy's recent work includes managing the Southside Complete Streets project in Berkeley, CA.

Kristen Lohse, ASLA | Trails and Wayfinding Lead
Kristen is a Senior Urban Designer with significant expertise on shared use paths, including planning for nearly 400 miles and design of almost 20 miles of trail. Having executed all phases of trail planning and design from feasibility studies to construction, Kristen calls upon an impressive breadth of experience that include system-wide planning, trail alignment/design, trail crossing design, best practices in positive user management, wayfinding, natural resources/sensitive areas mitigation, and permitting. Recent projects include the Washington Park Arboretum Loop Trail, and the Fresno Trail Network Expansion Feasibility Plan, and the Lodi Greenline Trail Feasibility Study.

Kevin Perry, FASLA, PLA | Green Infrastructure Lead
As a Senior Landscape Architect, Kevin is advancing the effort to intertwine green infrastructure within innovative multimodal streetscape design throughout the West Coast and nationally. His work experience has helped municipalities and policy makers develop a toolbox of green infrastructure design strategies for local, state, and federal agencies. Kevin founded the concept of Tactical Green Infrastructure, a unique design-build process using student and community volunteers to rapidly implement simple, low-cost, and beautiful green infrastructure projects within the public realm. His recent work includes Palmdale, CA Avenue Q Complete Streets and Davis, CA Russell Boulevard.

Mia Candy | Planning and Engagement Lead
Mia's engagement practice is informed by her work in the fields of education, environmental health, and urban planning. Mia specializes in public outreach for historically disadvantaged communities including youth, seniors, veterans, immigrants, ESL populations, and people with disabilities. She designs techniques that ask the right questions, meet peoples' needs, and compensate community leaders appropriately. Mia's recent work includes managing the Alameda CTC Safe Routes to Schools Education and Outreach Contract.

Jason Fong, PE | Civil Engineering Lead
Jason brings over two decades of experience in public and private development. He has designed and managed projects from entitlements to construction that include mixed-use, commercial, residential, roadway, and trails. He has expertise in site layout/horizontal control, stormwater management, utility design, erosion control, roadway design, and ADA compliance. Jason's recent work includes Berkeley, CA Southside Complete Streets.

Adam Vest, PE, PTOE | Traffic Engineering Lead
Adam brings 18 years of experience and has led complex urban transportation planning and engineering projects for local and state agencies, private developers, and academic research institutions across the United States. Adam's work incorporates a human-scaled, Complete Streets approach to transportation planning and engineering, and he develops innovative solutions that support mobility, safety, and connectivity for all users. Adam understands how to effectively convey critical project impacts and creative solutions to community members and key stakeholders. Adam's recent local experience includes managing the San Pablo Corridor Study and resulting Giant Road final design project and final design of bicycle signals in San Jose.

Chris Puglisi, PE | Traffic Signal Design Lead
Chris is an engineer focused on innovative signal design solutions to solve the needs, goals, and objectives of clients and stakeholders. His experience actively managing and maintaining traffic signals in constrained and multimodal environments gives him insight into limitations and constraints of the innovative technology he recommends in design. Chris helps influence design decisions to create safer pedestrian, bicycle, and transit operations at signalized intersections. His recent experience includes leading the signal design for both the Berkeley Southside Complete Streets Project and the San Jose 4th Street Two-Way Cycle Track.

FIRM EXPERIENCE

TDG has had the privilege to be part of many projects that have direct, relevant application to the City of Alameda's Complete Streets contract. The matrix on the following page contains details on several relevant projects.

EXPERTISE

Multimodal Complete Streets Engineering

TDG has been a national leader in the Complete Streets movement since its beginning—we were among the first supporters of the Complete Streets Coalition in the early 2000s, we are nationally recognized for our work on Complete Streets design guidelines, and we have conducted data-driven analyses, developed concept plans, and prepared construction documents for many hundreds of re-imagined streets across North America. Our staff work closely with city, county, and DOT engineers to discuss the pros and cons of design solutions and to work through the trade-offs associated with reconfiguring street cross-sections to address all users' needs. In the Bay Area, our Complete Streets work includes Berkeley Southside Complete Streets Planning, Design, and Engineering, a Complete Streets On-Call Contract with the City of San Jose, and Mission Boulevard Complete Streets Improvement, among other on-call contracts and complex and final design projects.

Knowledge of Current Standards and Latest Industry Developments and NACTO Design Guidelines

TDG is the national leader in developing multimodal design guidance. We have authored design manuals for the American Association of Highway Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), and the Federal Highway Administration (FHWA). Current TDG staff—including Jeremy Chrzan and Bill Schultheiss—are NACTO-Certified Trainers who have authored and facilitated multimodal design workshops for practitioners across the U.S. and Canada. Our staff use NACTO guidance and publications in our work every day, as we help our clients transform their transportation systems into sustainable, equitable, and vibrant public spaces.

Vision Zero Implementation

A central tenet of Vision Zero is that humans make mistakes and the transportation system should minimize the consequences of those errors. Our team is skilled in using a variety of analytical tools

to identify crash trends and their real causes and then work with that community to implement proven countermeasures to prevent them. The result is data-driven designs that reflect both technical expertise and deep empathy for the human side of traffic deaths and serious injuries. We know how to apply data-driven Vision Zero analysis to the unique contexts of municipal corridors and intersections, and how to turn Vision Zero action plans into real change. Through projects such as the City of Alameda Vision Zero Plan and Sonoma County Vision Zero Dashboard, for example, we have developed scripts to optimize data analysis and generate missing roadway information to provide a more robust understanding of safety challenges. In Austin, TX, we are working with city staff to develop a pedestrian safety toolkit to apply to signalized intersections. In Denver, CO we developed a High Injury Network and a prioritized list of locations for treatment that accounts for crash numbers, injury severity, and Communities of Concern.

Multimodal Safety Best Practices

TDG was founded on a dedication to creating safer conditions for pedestrians, bicyclists, and motorists throughout North America. In addition to developing location specific safety recommendations and designs, we author national guidance on multimodal safety. Our researchers and engineers are recognized safety experts who have published multiple peer-reviewed journal articles about safety and data analysis; many also hold leadership positions through Transportation Research Board (TRB) and Institute of Transportation Engineers (ITE). They bring a thorough understanding of risk factors, crash trends, and countermeasures that will ensure the highest quality of analysis and results. We led the development of the National Cooperative Highway Research Program (NCHRP) *Guidebook on Pedestrian and Bicyclist Safety at Intersections*, and we recently wrote the Federal Highway Administration's *Applying Design Flexibility and Reducing Conflicts*, a guidebook on roadway design flexibility to make streets safer for all users. TDG applies this experience in authoring multimodal safety design guidance to each design project our team works on.

Managing On-Call Contracts and Complex Projects

TDG has managed on-call contracts with nearly 50 clients across North America. We have assembled

Exhibit A

a team of trusted professionals who will act as an extension of City of Alameda staff to deliver Complete Streets design projects. TDG's approach to on-call contracts is simple: no assignment is too small or too large, and we are ready to be called upon as needed and when needed. We will provide unparalleled responsiveness, quality, and professionalism.

TDG brings experience working in complex multimodal environments, in all settings. Our engineers have prepared concept plans and construction documents for many miles of projects featuring multimodal safety, road diets, ADA-compliant pedestrian infrastructure, protected bike lanes, bicycle boulevards, streetscape, and green infrastructure elements. TDG's engineers work across disciplines to discuss the pros and cons of design solutions, and to work through trade-offs associated with redesigning roadways to meet the needs of users of all modes, while coordinating with subcontractors to address utility impacts, environmental permitting, pavement design, surveying, and geotechnical engineering.

STAKEHOLDER ENGAGEMENT

It is critical for the successful implementation of Complete Street projects that stakeholders be informed and engaged to collaboratively solve problems, develop design solutions that meet the unique needs of each project, and gain consensus. The TDG Team has a proven record of accomplishment working with internal and external agency stakeholders, utility owners, regulatory and funding agencies, and community members throughout the life of a project to accomplish these goals.

We pride ourselves on our efficient and thorough stakeholder communication, achieved through written correspondence, virtual and in-person meetings, stakeholder interviews, project advisory committees and technical working groups, and field visits. In addition to more traditional public engagement methods like managing mailing lists, planning and facilitating public meetings, developing project websites and interactive webmaps, and preparing and delivering presentations and graphics for public workshops and meetings, our public engagement toolkit includes techniques like planning and installing pop-up tactical urbanism events, working with community-based organizations (CBOs), leading design charrettes, and facilitating intercept surveys to reach community members where they are instead of asking them to come to us.

EQUITY: In all that we do, we place a strong emphasis on equity and inclusion, as we recognize that transportation investments often shape entire communities. We understand that a community's investments must be seen as a way to advance its broader goals related to health, welfare, housing, and access.

CREATIVITY AND INNOVATION

TDG is a national leader in the development of street design manual across North America, including the *AASHTO Guide for the Development of Bicycle Facilities* and the Massachusetts Department of Transportation *Separated Bike Lane Planning and Design Guide* (which informed Caltrans's DIB 89 Class IV Bikeway Guidance), and the AC Transit *Multimodal Corridor Guidelines*, among many others. TDG has extensive experience applying federal and California-specific guidelines in a variety of street design contexts including ADA, NACTO, and the CA MUTCD.

This experience means that for each of our design projects, we bring a comprehensive understanding of the most innovative treatments possible and how they may or may not be appropriate, how they might fit with or impact safety in a given environment, and how they will function to solve the transportation and traffic challenges that users may experience. It also means that beyond being up to date on the state of the practice, we understand the ins and outs of putting new and innovative developments to use in real time. Our clients trust us to develop innovative, cost-effective, and implementable solutions that move people efficiently and safely while also improving health, quality of life, and economic vitality.



Construction on Alameda's Jean Sweeney CAT Trail Crossing.

Exhibit A

The matrix below illustrates our team's experience with various scope elements.

PROJECT NAME	ADA Design	Alternatives Analyses	Best Practice Review	Bicycle Facility Design	Community and Stakeholder Engagement	Complete Streets	Concept Exhibits	Construction Support	Design Evaluation/Plan Review	Design Guidelines and Standards Development	Final Design	First- and Last-Mile Connections	Grant Writing	Landscape Architecture/Streetscape	Mobility Hubs	Multimodal Safety Best Practices	On-Call/Staff Augmentation Experience	Pedestrian Infrastructure Design	Policy Support	Program Evaluation	Quick-Build Multimodal Planning/Design	Safety Studies and Reports	Signal Design	Signs and Marking Design	Traffic Engineering	Trail Planning and Design	Transit Facility Design	Vision Zero Implementation	
City of Alameda On-Call: Engineering, Technical Support; Alameda, CA	■			■	■	■	■	■	■	■		■				■	■	■	■	■	■	■	■	■	■	■	■	■	■
City of Alameda Active Transportation Plan; Alameda, CA	■				■	■	■	■	■	■									■										■
City of Alameda Vision Zero Action Plan; Alameda, CA																													■
Unincorporated Alameda County Engineering On-Call; Alameda, CA				■	■	■	■	■	■	■																			
Alameda CTC Countywide Active Transportation Plan					■	■	■	■	■	■																			
Cross Alameda Trail; Alameda, CA				■	■	■	■	■	■	■																			
AASHTO Bikeway Selection Guide	■			■	■	■	■	■	■	■																			
AASHTO Guide for the Development of Bicycle Facilities				■	■	■	■	■	■	■																			
Austin Staff Augmentation Engineering Services for Street Design; Austin, TX	■			■	■	■	■	■	■	■																			
Berkeley Southside Complete Streets; Berkeley, CA	■			■	■	■	■	■	■	■																			
Center City Bicycle Network; Seattle, WA	■			■	■	■	■	■	■	■																			
Cupertino On-Call Bikeway Design Services; Cupertino, CA	■			■	■	■	■	■	■	■																			
Downtown West; San Jose, CA	■			■	■	■	■	■	■	■																			
FHWA Achieving Multimodal Networks	■			■	■	■	■	■	■	■																			
FHWA Innovative Street Design and Accessibility	■			■	■	■	■	■	■	■																			
Giant Road; San Pablo, CA				■	■	■	■	■	■	■																			
MTC On-Call Contracts; Bay Area, CA				■	■	■	■	■	■	■																			
Russell Boulevard Corridor Plan; Davis, CA				■	■	■	■	■	■	■																			
San Pablo Bicycle and Pedestrian Corridor Study; San Pablo, CA	■			■	■	■	■	■	■	■																			
San Jose Complete Streets Design On-Call; San Jose, CA	■			■	■	■	■	■	■	■																			
Travel by Trail; Fresno! Fresno, CA				■	■	■	■	■	■	■																			
Union Street Cycle Track; Pasadena, CA	■			■	■	■	■	■	■	■																			
Vera Avenue Bicycle Boulevard; Redwood City, CA				■	■	■	■	■	■	■																			

CITY OF ALAMEDA RELEVANT PROJECTS

In addition to bringing national qualifications and experience in Complete Streets, our team has a deep understanding of the City of Alameda's goals, processes, and existing plans. The following summarizes the projects where we have partnered with the City:

ON-CALL EXPERIENCE

Through our current on-call with the City of Alameda, we provide transportation planning and engineering services, including: peer review of striping plans, concept plans, feasibility studies, and construction documents for Complete Streets and bicycle/ pedestrian projects; recommendations on best policies and practices in Complete Streets design, traffic calming, and Vision Zero planning; development of design standards and guidance tailored to Alameda for bicycle and pedestrian infrastructure; recommendations for safety improvements at specific locations; development of concept plans for small projects; development of forecasts for demand for future bicycle/pedestrian facilities; and provision of expert guidance on Complete Streets.

Under this on-call, TDG provided 100% design plans for a safer crossing of the Cross Alameda Trail (CAT) at its temporary Sherman Street terminus. The designs included an RRFB-enhanced pedestrian crossing and a high-visibility bike crossing as well as wayfinding signage and pavement markings, all of which will provide a seamless transition from the CAT to on-street facilities.

This project was challenging in that it was completed with no survey data, a small budget, and, most importantly, on a three-month design timeline. To ensure a comfortable and intuitive interim trail terminus, the TDG Team worked closely with the City of Alameda as well as Bike Walk Alameda, a local active transportation advocacy organization, to obtain feedback as design iterations are drafted.

Additional projects completed under this on-call include:

- Development of a detail for Slow Streets barricade assemblies
- Design recommendations for Slow Streets throughout Alameda
- Recommendations for roadway space reallocation on Park Street and Webster Street to expand the pedestrian realm as part of the City's response to COVID-19

- Signage and striping plans to improve multimodal safety across the Fruitvale Bridge
- Development of a concept design and cost estimate to support the City's application for funding of the Willie Stargell Avenue Safety Improvements project

MULTIMODAL PLANNING EXPERIENCE

TDG is updating the City of Alameda's Pedestrian Plan and Bicycle Master Plan and combining the two into a unified **Active Transportation Plan (ATP)**. The ATP includes transportation policies, roadway design standards, and engineering guidance and pave the way for rapid implementation. TDG is providing critical guidance for the pedestrian- and bicycle-friendly development and street design that is happening as Alameda redevelops, especially in the Alameda Point neighborhood. This will include refining and expanding upon Alameda's existing pedestrian and bicycle networks with the goal of encouraging significant mode shift towards active transportation and reducing the City's carbon footprint.

The Alameda County Transportation Commission evaluated transportation improvements in the vicinity of the Posey and Webster tunnels. The project included significant upgrades to pedestrian and bicycle facilities. TDG prepared concept-level design treatments, advised on national best practices, and reviewed project design revisions for the **Oakland-Alameda Access Project**.

VISION ZERO AND MULTIMODAL SAFETY EXPERIENCE

To address both real and perceived roadway safety issues, TDG developed a **Vision Zero Action Plan (VZAP)** through our work on the City's ATP. The VZAP provides a framework for reducing serious injuries and fatalities on Alameda's roads while enhancing the livability and quality of life in the city's diverse neighborhoods.

SAFE ROUTES TO SCHOOL PLANNING

As the lead consultant of the **Alameda County Safe Routes to Schools Program** for six years, TDG works with the local school district and many schools throughout the City of Alameda to encourage families to walk, bike, carpool, and take transit to school. We have developed a deep understanding of the community demographics and the community's needs in Alameda through our Safe Routes to School work and we leverage this insight when planning and conducting outreach efforts for other projects in the city.

RELEVANT PROJECTS, PAST PERFORMANCE, TEAM ACCOMPLISHMENTS, AND EXAMPLES

List of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for Alameda or neighboring jurisdictions in the Bay Area, including experience working with local agency staff, community groups and decision makers, and regional partner agencies.

BERKELEY SOUTHSIDE COMPLETE STREETS BERKELEY, CA

TDG is leading the alternative analysis, public engagement, and final PS&E of the Berkeley Southside Complete Streets project to meet the City's goals of ensuring safety, improving transit reliability, and supporting the economic and cultural vitality of the Southside neighborhood. We developed different Complete Street configurations solutions for each corridor that consider changes in land use, transit service, and connectivity to the City's bicycle network. The designs for all four corridors will culminate in a cohesive \$7.3 million federally funded construction package.

Each segment has multiple modes competing for space within the confined urban right-of-way. This Complete Streets project aims to reallocate space to the modes that transport the highest numbers of people throughout the Southside: buses, bicycles, and pedestrians. The project team is using landscaping, concrete medians, and quick-build materials to create accessible bus boarding islands, two-way bike facilities on one-way streets, and flexible curbside space.

VERA AVENUE BICYCLE BOULEVARD REDWOOD CITY, CA

TDG led the development of a 1.1-mile bicycle boulevard in Redwood City, CA. The team developed final plans, estimate, and specifications for the project, which was constructed in January 2022. In addition to design, TDG's work on this project includes data collection, construction support, post-install community engagement, and post-construction evaluation tasks, which are currently ongoing.

RUSSELL BOULEVARD CORRIDOR PLAN DAVIS, CA

The Russell Boulevard Corridor Vision Plan is a joint City of Davis, UC Davis, and Yolo County long-range

transportation planning effort focused on improving the experience, safety, and multimodal aspects of Russell Boulevard. TDG has developed conceptual alternatives for the corridor that include fully separated walkways, bikeways, transit improvements, and green infrastructure and placemaking design.

As a community-based visioning process, engaging with multiple stakeholders and translating the feedback into design concepts was an integral part of the process. All engagement was held virtually with over 1,000 community members attending meetings and responding to surveys (visit the project website here: <https://www.reimaginerussell.com/>). Community feedback informed the bikeway provisions, and was integral to helping the team locate critical safety measures such as better pedestrian crossings and right-sizing placemaking opportunities throughout the corridor. The Corridor Vision Plan sets the stage for Russell Boulevard to advance from just moving cars and people, to a contributing experiential part of the City, County, and UC Davis experience.

SAN PABLO CORRIDOR STUDY AND SAFE ROUTES TO SCHOOL MASTER PLAN SAN PABLO, CA

TDG conducted an in-depth feasibility analysis of 10 high-priority corridors to evaluate impacts of multiple alternative design options. This included review existing traffic conditions, parking usage, roadway width and right-of-way constraints, transit access, and collision histories along each corridor. TDG worked with City staff and community-based organization (CBO) partners to develop Complete Streets design options that worked with right-of-way constraints and met the community's needs. Through a series of community workshops and pop-up input stations, participants voted on their favorite alternatives.



Contract Manager, Sara Rauwolf at the San Pablo demonstration.

Exhibit A

A one-day pop-up separated bike lane, crosswalk, curb extension, and floating bus stop helped community members experience first-hand how their selected preferred alternative would feel once installed. TDG is currently working on the 100% PS&E for Giant Road, one of the 10 corridors analyzed through the corridor study. We will provide services through construction administration and development of as-built plans.

TDG developed the City's first ever Safe Routes to School Master Plan. TDG evaluated safety and mobility conditions around 10 schools in San Pablo and made recommendations for education, encouragement and engineering interventions. The Plan improved safety and comfort for many low income students of color in San Pablo as they walk, bike, and take transit to school. TDG used three equity tools to meet community needs in engagement: 1) Spanish translation and interpretation; 2) working directly with principals, Beacon Directors, and the Youth Commission to leverage existing systems of communication; and 3) a user-friendly, age-appropriate mapping tool to capture input. This project centered around virtual and in-person walk audits that allowed students, families, teachers, and principals to document their experience walking and biking to school. TDG provided the City with strategic guidance for Safe Routes to School programs that moved away from enforcement and towards community-led engagement and accountability.

LAFAYETTE LOCAL ROADWAY SAFETY PLAN AND SAFE ROUTES TO SCHOOL LAFAYETTE, CA

TDG is developing rapid implementation safety plans for all seven elementary, middle, and high schools in the City of Lafayette. The project includes site walks with City staff and families to discuss safety concerns and evaluate current walking, bicycling, and driving conditions in the vicinity of each school. The project is focused primarily on engineering improvements, with some education and engagement recommendations. For each school, the rapid implementation safety plan includes a comprehensive list of short-, medium-, and long-term safety projects prioritized by safety benefit and stakeholder input. The project also includes a before and after evaluation of a pilot traffic calming project at one elementary school which includes speed humps, additional crosswalks, and parking restrictions to improve crossing visibility. The results of this evaluation will help inform future school zone traffic calming projects in the city. Together the final safety plans and evaluation will provide a roadmap for improving safety for students and families walking and bicycling to school across the city.

RELEVANT ON-CALL CONTRACTS

SAN JOSE COMPLETE STREETS ON-CALL SAN JOSE, CA

TDG is working on three task orders under City of San Jose's Department of Transportation Complete Streets Design on-call:

Communications Hill Roundabout Feasibility Analysis

TDG is assisting the City in evaluating the feasibility of a roundabout at the intersection that serves as the main access point to a mixed-use development, and developing a conceptual design for the proposed roundabout.

4th Street Two-Way Cycle Track Signal Design

TDG is analyzing intersection operations and preparing 100% PS&E for signal modification design for two intersections. This project will upgrade functionality for bicyclists and motorists and enhance the street environment for all roadway users.

OBAG Concept Designs

TDG is developing concept designs and cost estimates for over 18 miles of roadways to assist the City in applying for funding. Project elements include raised separated bike lanes, green infrastructure, RRFBs, pedestrian signals, protected intersections, and upgraded trail crossings.

METROPOLITAN TRANSPORTATION COMMISSION ON-CALL CONTRACTS

TDG is providing assistance to MTC under multiple on-call contracts. The following tasks are examples of the work we are doing under the Quick-Build Design and Construction Management and Slow Streets contracts.

Quick-Build Webinar

TDG staff led a webinar on quick-build, temporary, and pilot projects to the MTC Active Transportation Working Group and led a second webinar on hardening strategies to move these temporary projects into longer-term or permanent projects in mid-December 2020.

Slow Streets Planning, Design, and Implementation

TDG is assisting MTC and local Bay Area agencies in a wide range of tasks related to Slow Streets programs. Assistance includes: developing a Slow Streets best practices checklist, developing Slow Streets design typologies, planning Slow Streets programs, drafting conceptual designs, implementing projects, planning engagement strategies, analyzing and mapping the need for Slow Streets, evaluating Slow Streets projects, and transitioning Slow Streets projects into longer-term pilot or permanent projects. TDG has provided staffing for in-person outreach, following local public health guidelines.

GENERAL FIRM INFORMATION

FIRM PROFILE

Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in multimodal transportation planning and design. As a firm, our mission is to create livable communities where walking and bicycling are safe, convenient, and enjoyable for everyone. We focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality.

TDG has provided technical assistance via on-call contracts to hundreds of clients across North America. TDG's approach to on-call contracts is simple: no assignment is too small or too large, and we are ready to be called upon as needed and when needed. Specific to this proposal, we will provide unparalleled responsiveness, quality, and professionalism. Our team will act as an extension of the City of Alameda staff to provide technical assistance on a wide range of topics and project types.

TDG Engineering, Inc. is an affiliate of Toole Design Group, LLC. Established in 2020, TDG Engineering, Inc. conducts engineering services in California. TDG has the same ownership as Toole Design and performs work under the direction of Jeremy Chrzan, PE, who is a California-registered engineer.

NUMBER OF EMPLOYEES

250+

FIRM HEADQUARTERS LOCATION

Silver Spring, MD

BRANCH OFFICE LOCATIONS

TDG's branch offices are located in Atlanta, GA; Austin, TX; Baltimore, MD; Boston, MA; Columbus, OH; Denver, CO; Edmonton, AB, CAN; Kansas City, MO; Los Angeles, CA; Madison, WI; Minneapolis, MN; Oakland, CA; Orlando, FL; Pittsburgh, PA; Portland, OR; Raleigh, NC; Seattle, WA; and Spartanburg, SC.

YEARS IN BUSINESS

19

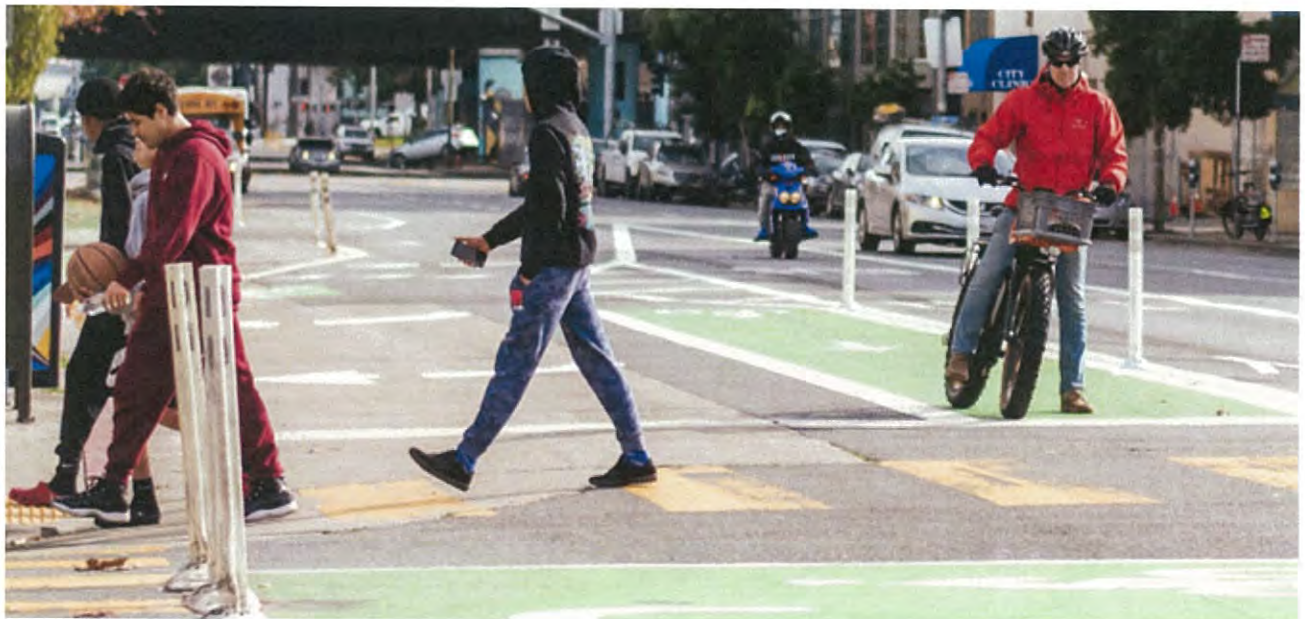




Exhibit A



RESUMES





SARA RAUWOLF, PE

CONTRACT MANAGER AND PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 7

TDG: 2019-Present

Kimley Horn: 2017-2019

TDG: 2016-2017

Parsons Corporation: 2015

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
Northeastern University: 2017

Professional Engineer: CA
(Pending but expected by
August 2022)

Sara is an engineer and planner with experience working on local and regional transportation projects. Her experience includes the design of safer and more accessible bicycle and pedestrian facilities from concept design through final design, development of Vision Zero designs, traffic analysis, signal design, roadway design, multimodal transit access planning, multimodal corridor design, active transportation plans, grant writing, planning and design of intelligent transportation systems. Sara applies her experience serving on both planning and design projects in a variety of communities to deliver creative, effective, and sustainable transportation solutions that make places safer and more equitable for all people. Sara is currently managing TDG's on-call contract with the City of Alameda, the Vera Avenue Bicycle Boulevard in Redwood City, and work under TDG's Complete Streets on-call with the City of San Jose.

SELECTED PROJECT EXPERIENCE

City of Alameda On-Call Engineering Services, Alameda, CA

Sara is serving as Contract Manager on this project, which has advanced a variety of active transportation designs throughout the City of Alameda. Work on this project has included: development of conceptual designs for street reconfigurations, development of Slow Streets final quick-build designs, analysis of traffic operations, peer review of designs developed by other firms, assistance with grant applications, cost and quantity estimation, and development of City design details. Sara regularly coordinates with the client to ensure tasks exceed expectations and are finished on schedule.

2022 OBAG3 Conceptual Designs, San Jose, CA

Sara is serving as Project Manager for this task order under the City of San Jose Complete Streets Design On-Call. TDG is providing over 18 miles of conceptual design services and preliminary engineer's estimates in support of OBAG3 grant applications being prepared by the City for four corridors. Sara is managing a team of six engineers working concurrently to develop concept designs on the compressed project schedule. Sara's focus is maintaining consistency in design practices and adherence to local, state, and federal design standards, while ensuring regular and consistent client communication.

Berkeley Southside Complete Streets, Berkeley, CA

Sara serves as an engineer for the redesign of four corridors in Berkeley's Southside neighborhood. This multimodal design project is prioritizing the safe and connected movement of people through transit lanes, separated bikeways, and pedestrian improvements. Sara is leading the design and plan production for three of the four study corridors, beginning at a concept design-level and advancing through construction plans, specifications, and estimates, as informed by client, stakeholder, and public feedback.



JEREMY CHRZAN, PE, PTOE, LEED AP®

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23

TDG: 2014-Present

Pennoni Associates:
1999-2014

EDUCATION / CERTIFICATION

Bachelor and Master of Science, Civil Engineering, Drexel University: 2002

Professional Engineer: CA, CO, CT, DC, DE, FL, GA, IN, MD, MN, NJ, PA, TX, VA

Professional Traffic Operations Engineer

LEED® Accredited Professional

NACTO Certified Trainer

AWARDS

ASCE Philadelphia Section Young Civil Engineer of the Year: 2012

Greater Valley Forge Transportation Management Association Top Travel Demand Management Professionals Under 40: 2014

APPOINTMENTS / AFFILIATIONS

American Society of Civil Engineer - Committee on Sustainability - Policy Chair

Association of Pedestrian and Bicycle Professionals - Board of Directors

Jeremy is a Professional Engineer with over 23 years of experience in transportation, municipal, and site engineering projects. His engineering background is varied, encompassing bicycle, pedestrian, highway, and roundabout design; green street projects; project management and permitting; traffic mitigation; stormwater management; erosion control; maintenance and protection of traffic; utility coordination; and construction oversight. Jeremy uses his technical knowledge of design standards, construction best practices, and quality control review to identify key project issues and identify viable engineering solutions. At TDG, Jeremy combines years of design and permitting experience with technical knowledge of design standards to identify key project issues and practical solutions for multiple modes of transportation, including motor vehicles, mass transit, pedestrians, and people on bicycles.

SELECTED PROJECT EXPERIENCE

Burton Way Bikeway Improvements, Beverly Hills, CA

Jeremy served as the Engineer of Record for the this approximately one-mile long corridor to add separated and buffered bicycle lanes. The project design worked to address conflicts between bicyclists and motorists at signalized and unsignalized intersections and driveways, as well a conflicts at transit stops.

Union Street Cycle Track, Pasadena, CA

Jeremy served as the Engineer of Record for the signing and pavement markings for a two-way cycle track along Union Street to provide a low-stress bicycle route along the corridor. He provided recommendations to address universal design for pedestrians and for a variety of design treatments at signalized intersections and unsignalized driveways to address conflicts between bicyclists, motorists, and pedestrians.

Los Angeles Supplemental Street Design Guide, Los Angeles, CA

Jeremy served as a Senior Engineer for the development of the LA Bureau of Engineering's Supplemental Street Design Guide and LA Department of Transportation design details to address safety issues and accommodations for active transportation and traffic calming. Jeremy worked with both agencies to discuss best practices for design, and refined the guide's content to address specific concerns for Los Angeles streets. He was particularly involved in the consideration of ADA accommodations, grading, and drainage to demonstrate how to construct curb extensions, truck aprons, floating bus stops, and other street treatments.

Philadelphia Complete Streets On-Call, Philadelphia, PA

Jeremy is serving as the Program Manager for this on-call contract. Project tasks include feasibility studies through final design for a variety of pedestrian and bikeway projects, as well as the associated public engagement. The contract is also being used to study innovations in separated bike lane design to identify the city's preferred materials for the vertical elements in the bikeway buffer.



AMALIA LEIGHTON CODY, PE, AICP

PRINCIPAL-IN-CHARGE AND ENGINEER OF RECORD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 20

Toole Design: 2017-Present

MIG/SvR: 2002-2017

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
University of Washington:
2002

Professional Engineer: CA, WA

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

Seattle Planning Commission:
2007-2016, Chair: 2014-2016

Seattle Design Commission:
2018-Present

American Planning
Association

Institute of Transportation
Engineers

Urban Land Institute

Bridge Program Trainer,
Seattle Works, Public Boards
and Commissions: 2007-2015

American Planners
Association Ten Big Ideas
Initiative

Amalia, TDG's Seattle Office Director, is a civil engineer and planner who brings significant experience in designing roadway and park projects. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Clients who have worked with Amalia value her emphasis on implementation. Her projects often include roadway and intersection design, stormwater management (LID and green infrastructure), ADA, traffic calming, and utility infrastructure relocation. She is the Principal-in-Charge for TDG's most recent Complete Streets on-call with the City of Alameda..

SELECTED PROJECT EXPERIENCE

Alameda Jean Sweeney CAT Trail Crossing Final Design, Alameda, CA

Amalia served as Engineer of Record for the design of interim pedestrian and bike crossings at the temporary terminus of the Cross Alameda Trail at Sherman Street. This project was follow-up work from the Interim Jean Sweeney CAT/Sherman Street Safety Improvements project. The project included several site visits to verify existing conditions and ensure correct installation of design elements.

Solano Avenue Complete Streets Plan, Albany, CA

Amalia served as the Principal-in-Charge for the development of a concept design for Solano Avenue through the heart of Albany. The concept design incorporated existing transit service, heavy vehicle movements, surface drainage and rain gardens, landscaping and placemaking elements, traffic calming features, parking and access management, intersection reconfigurations, and curbside management.

Berkeley Southside Complete Streets, Berkeley, CA

As Principal-in-Charge for the project, Amalia is overseeing the development of conceptual designs through the production of construction documents for the four project corridors within the Berkeley Southside neighborhood.

SDOT On-Call Contract, Seattle, WA

As Contract Manager, Amalia is overseeing work with SDOT on several projects under this on-call contract involving planning, feasibility, design, and implementation. Projects include scoping and feasibility studies for the Seattle Bicycle Master Plan, design guidance for the In-Street Bike Facilities Guide, developed a bridge safety analysis for nine key bridge locations, planning and design of five neighborhood greenways, and bicycle facility design, plans, and construction documents for a protected bike lane on 35th Avenue.

21st Street: Complete and Green Street, Paso de Robles, CA

Amalia led a team of civil engineers and landscape architects in re-imagining 21st Street as a green and walkable centerpiece for a commercial and residential street. The street was established decades ago in a natural drainageway making flood management a paramount concern. Amalia prepared a concept plan for five contiguous blocks of 21st Street, transforming them into a green, Complete Street that contains the 10-year storm, increases groundwater recharge and improves pedestrian and bicyclist mobility.



CRAIG SCHOENBERG, PE

STRATEGIC ADVISOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 14

TDG: 2015-Present

Parsons Brinckerhoff: 2013-2014

Tetra Tech, Global Services: 2013

AHBL, Inc.: 2008-2013

EDUCATION / CERTIFICATION

Bachelor of Arts,
Spanish Language,
University of Idaho: 2008

Bachelor of Science,
Civil Engineering,
University of Idaho: 2007

Professional Engineer: WA

APPOINTMENTS / AFFILIATIONS

National Committee on
Uniform Traffic Control
Devices-Technical Member,
Bicycle
Technical Committee

Craig has 14 years of experience working on roadway, pedestrian, bicycle and site development projects. He is experienced in all phases of project development, including early concept and alternatives analysis, public engagement, early design packages, and full plans, specifications and estimates documents. Craig brings experience working on a variety of projects in multimodal transportation environments, including pedestrian and bicyclist design in and around transit corridors and urban/suburban street networks. Craig has worked on design guidance at the local, state and national level. He has developed content for Federal Highway Administration published documents and street design guidance for municipalities in CA, CO, and WA.

SELECTED PROJECT EXPERIENCE

Berkeley Southside Complete Streets, Berkeley, CA

As Conceptual Design Lead for the project, Craig is managing the development of conceptual designs, the completion of an alternatives analysis, and the production of construction documents for the four project corridors within the Berkeley Southside neighborhood. Craig is providing design expertise specifically on the protected bicycle lane and accessibility aspects of the design, while working with a multidisciplinary consultant team analyzing transit, pedestrian, emergency vehicle, stormwater, utility, and urban design elements of the project. The plans will be publicly advertised for bid in Spring 2023.

Los Angeles Street Design Manual Design Guide Project, Los Angeles, CA

Craig was the Deputy Project Manager for the development of the Supplemental Street Design Guide, which includes design guidance and standard details for seven topics that first appeared in the Los Angeles Complete Streets Guide. Craig worked with the Department of Transportation and Bureau of Engineering to reach consensus on guidance and standards for elements such as: curb extensions, crossing islands, truck aprons, and bus platforms. The Guide was published in May 2020 with 75 pages of new standard details depicting retrofit and new construction conditions.

Charleston Corridor Implementation Plan, Mountain View, CA

This project studied and developed concepts to improve bicycle, pedestrian and transit facilities along this suburban, tech-business campus. In order to accommodate the existing high volumes of transit and bicycle trips, the project looked at a number of alternatives, from retrofit situations to full rebuild of the existing roadway. Craig worked with the client to develop intersection plans, corridor concepts and graphics that demonstrated the alternatives and how they improve the safety and comfort for non-motorized street users. Phase 1 of these improvements are now under construction.

Burbank First Street Corridor Separated Bikeway, Burbank, CA

Craig served as the Project Manager and Lead Engineer for the conceptual design of Class IV separated bike lanes along this one-mile corridor in downtown Burbank. The project looked at near-term and future implementation strategies to install the bicycle facility quickly, and to inform frontage plans as properties redevelop along the corridor. This project designed the first separated bike lane in the city, and will set the standards for future projects.



WILLIAM SCHULTHEISS, PE

STRATEGIC ADVISOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 24

TDG: 2003-Present

Earth Tech, Inc.:
1999-2002

SEA Consultants:
1998-1999

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
Northeastern University:
1998

Professional Engineer: AZ,
CO, DC, FL, GA, IN, KS, KY,
MA, MD, MN, MO, NC, OH, SC,
TN, TX, VA, WA, WI

APPOINTMENTS / AFFILIATIONS

National Committee
on Uniform Traffic
Control Devices-Bicycle
Subcommittee and
Pedestrian Taskforce

Institute of Traffic Engineers

Association of Pedestrian and
Bicycle Professionals

Bill has a broad civil engineering background that relates to many facets of engineering, planning, design, and construction administration. For over a decade, Bill has served as lead engineer for most of TDG's Complete Streets projects. He has personally overseen and designed over 3,000 miles of bike lanes, in addition to over 100 miles of cycle tracks and bicycle boulevards. Bill is a nationally recognized expert in bicycle and pedestrian facility design and effectively communicates multimodal engineering concepts and solutions that gain support from communities. As an active member of the Bicycle Technical Committee of the National Committee on Uniform Traffic Control Devices (NCUTCD), Bill stays on the forefront of emerging engineering practices.

SELECTED PROJECT EXPERIENCE

AASHTO Guide for the Development of Bicycle Facilities

Bill is serving as the Project Manager for the revision of the 2012 AASHTO Bike Guide. Bill has managed a multidisciplinary team to completely overhaul the guide to conform with current best practices based on a substantial body of new research. The guide includes expanded guidance on design users, safety trends, separated bike lanes, countermeasure selections, intersection design, maintenance, and contextual bikeway selection. The updated guide has received NCHRP approval and is now undergoing AASHTO Balloting.

NCHRP 07-25 Guide for Pedestrian and Bicycle Safety at Alternative and Other Intersections and Interchanges

Bill was a Strategic Advisor for this project to provide improved bicycle and pedestrian guidance for alternative highway interchanges, such as a diverging diamond interchange. Bill helped guide the analysis of common alternative intersection designs to critique their multimodal and safety performance from a safe systems perspective. The final guide provides a strategy for evaluating alternative intersection with a more holistic assessment of operations and safety of for all users filling a gap in existing guidance.

FHWA Guide for Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts

Bill served as Project Advisor for the development of this guide, which was created to be a resource for practitioners seeking to build multimodal transportation networks and provide solutions to common conflicts to improve safety. The publication explains design flexibility found in AASHTO, FHWA, and MUTCD policies for speed limits, lane widths, separated bike lanes, signal phasing, signal warrants, crosswalk marking, transit stop design, intersection geometry, traffic calming, and design vehicles. Bill led research efforts and provided overall quality control.

NCHRP 15-63 Guidance to Improve Pedestrian and Bicycle Safety at Intersections

Bill served as the Strategic Advisor for this study to develop user-friendly guidance for transportation practitioners to identify effective design and operational treatments to improve pedestrian and bicycle safety at intersections. Bill assisted in the development of key guide content and provided overall quality review of the content helping to identify and explain countermeasure implementation from a safe systems perspective.



KATE MAKER, PE

STRATEGIC ADVISOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 16

TDG: 2022-Present,
2016-2018

Michael Baker International:
2018-2022

Kleinfelder: 2015-2016

Michael Baker International:
2006-2015

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
Northeastern University: 2004

Professional Engineer: CA, MA

APPOINTMENTS / AFFILIATIONS

Women's Transportation
Seminar, Programs
Committee

Kate is TDG's Deputy Director of Civil Engineering for North America. Kate is a Professional Engineer licensed in CA. With almost two decades of experience, Kate specializes in transportation construction projects within urban and suburban corridors where right-of-way can be limited, edge conditions are defined, and drainage can be a challenge. Kate is passionate about providing equitable transportation options for all, regardless of race, age or ability. Kate is an expert in ADA compliance and has worked on streetscapes, parks, and roadway improvements including curb extensions, roundabouts, raised crosswalks, and raised intersections.

SELECTED PROJECT EXPERIENCE

MassDOT Complete Streets On-Call

Kate served as Project Manager for TDG's on-call contract provided complete street services to the Massachusetts Department of Transportation (MassDOT) headquarters. Tasks currently include preparing digital training materials for the MassDOT Highway Design Section to host full-day training sessions for the design of bicycle facilities and on-call transportation planning and engineering services for roadway design-related support services including, but not limited to, complete streets, ADA, utilities, traffic signal design, right-of-way review, environmental permitting, construction scheduling and temporary traffic control plans.

Complete Streets Prioritization Plans, Medford, Acton, Winchester, MA

Kate served as lead QA/QC reviewer in the development of Complete Streets Project Prioritization Plans for three communities, including Winchester, in association with the Metropolitan Area Planning Commission for submission to the Massachusetts Department of Transportation. Tasks included review of proposed projects for constructability including drainage, grading and/or utility impacts and, in addition, reviewing the conceptual cost estimates and construction timelines.

Cambridge On-Call Planning and Engineering Services, Cambridge, MA

Kate provides vital QA/QC for TDG's work within the City of Cambridge retrofitting four corridors with high quality bicycle facilities aimed to expand the City's Bike Network vision. The corridors total over two miles. The bicycle facilities being designed include one-way separated bike lanes, two-way separated bike lanes, bike lanes, and shared lane markings. Kate is a critical member of this fast-paced project, going from concept to construction in just five months.

Sunset Development - Bishop Ranch, San Ramon, CA

As a registered civil engineer in the state of California, Kate reviewed existing concepts and providing multimodal design recommendations focused on developing solutions for transitioning bikes on and off the new multi-use trail, with focus on pedestrian, bicycle, and motor vehicle safety at designated locations.



CINDY ZERGER, AICP

URBAN DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 16

TDG: 2014-Present

Humphrey School of Public Affairs, Research Fellow: 2012-2014

Center for Changing Landscapes: 2009-2012

Coen+Partners: 2007-2009

Humphrey Institute of Public Affairs: 2006-2007

EDUCATION / CERTIFICATION

Master of Urban and Regional Planning and Master of Landscape Architecture, University of Minnesota: 2008

Bachelor of Arts, Sociology, Saint Lawrence University: 1998

American Institute of Certified Planners

AWARDS

HWS Cleveland Award for Achievement by Young Professional, Award by the American Society of Landscape Architects Minnesota

APPOINTMENTS / AFFILIATIONS

American Planning Association

Association of Pedestrian and Bicycle Professionals

Cindy is a seasoned urban designer with over a decade of experience in planning and design who is known for outstanding client service and timely project delivery. She blends a background in organizational management and leadership with master's degrees and professional experience in both landscape architecture and urban planning, equipping her to drive project success from both design and policy perspectives. As TDG's Urban Design Practice Lead, Cindy has served as project manager for a wide range of planning and design projects. Her experience ranges from complex urban design projects to large statewide and national initiatives focused on multimodal transportation planning and design.

SELECTED PROJECT EXPERIENCE

Berkeley Southside Complete Streets, Berkeley CA

Cindy is serving as Project Manager and Lead Urban Designer for the Berkeley Southside Complete Streets Project. As Project Manager, she is leading the internal TDG Team and orchestrating the work of all subs to deliver the alternative analysis, public engagement, environmental clearance, and final design of four urban streets in Berkeley. As Lead Urban Designer, she is focused on ensuring the experience of the corridor is a positive one and finding ways to maximize green infrastructure opportunities, and making intentional decisions around material selections for sidewalks, furnishings, bikeway elements, curb extensions, and the landscape palette.

Russell Boulevard Corridor Master Plan, Davis, CA

Cindy is Project Manager and Lead Designer working with the City of Davis and University of California at Davis (UCD) in a joint effort to re-imagine Russell Boulevard. Russell Boulevard is a key east west street, serving as the gateway to the City and UCD. Cindy is leading a team of designers to work with the community to create a concept that functions for all modes and celebrates the City and UCDs rich agrarian history.

Modesto Downtown Master Plan, Modesto, CA

Cindy led a team focused on improving the public realm experience and encouragement of investment in downtown Modesto. The intent is to create a multimodal network that better serves the needs and desires of the community, and develop streetscape concepts to be more pedestrian- and bike-friendly. Cindy helped facilitate a day-long workshop that included a walking audit and conversations.

Connect Beverly Hills, Beverly Hills, CA

Cindy served as Project Manager and Lead Designer for Connect Beverly Hills Streetscape and Design Standards. Cindy led the multi-disciplinary team to develop creative strategies for community engagement amidst a global pandemic, and right-sizing streetscape design solutions based on client direction and community desires. The result is a plan for the City of Beverly Hills to help embrace the forthcoming Metro D Line transit stops within the community and streetscape standards that will be deployed city-wide.



KRISTEN LOHSE, ASLA

TRAILS AND WAYFINDING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23

TDG: 2013-Present

MacLeod Reckord:
2005-2012

Parametrix, Inc.
1999-2005

EDUCATION / CERTIFICATION

Master of Landscape
Architecture, University of
Oregon: 1999

Bachelor of Landscape
Architecture, University of
Oregon: 1997

Bachelor of Arts, Art History,
Scripps College: 1989

AWARDS

Westlake Protected Bike Lane
Project: #1 New Bike Lane in
the U.S., PeopleForBikes 2016

APPOINTMENTS / AFFILIATIONS

American Society of
Landscape Architects

City of Seattle Bridging
the Gap Levy Oversight
Committee, Co-Chair: 2010-
2015

City of Seattle People's
Academy for Community
Engagement Advisory Board:
2012-2013

City of Seattle Pedestrian
Advisory Board:
2007-2011

Kristen is a Senior Urban Designer with over two decades of experience in active transportation planning and design. She has worked on a wide variety of projects in the public realm and has developed expertise in shared use trails, bicycle facility design, Complete Streets guidance, wayfinding, universal design. Kristen's Complete Streets experience includes design guidance, citywide plans, and corridor design projects. She understands how to balance the needs to all modes and brings a sensitivity and understanding of the complexity and trade-offs involved in streetscape design and placemaking.

SELECTED PROJECT EXPERIENCE

Bay to Sea Trail, San Mateo County, CA

Kristen is leading a TDG Team under the prime consultant on this trail master plan project. The Bay to Sea Trail will connect the San Francisco Bay to the California Coast, over the Santa Cruz Mountains via a 42 mile route. TDG's focus is on the urban segments of trail through eastern San Mateo County, as well as key highway and roadways crossings on the coastal side. The project involves route analysis, development of typical cross-sections, and design guidelines.

Fresno Trail Network Expansion Feasibility Study, Fresno, CA

Kristen led this trail prioritization, design, and feasibility study in this agriculturally-focused city. The team ranked trails proposed in the current recent active transportation plan using a tool that incorporated measures for equity, emission reductions, environmental, built environment, and socio-economic barriers to mobility and health. Following the prioritization, Kristen led concept design development for five Class 1 trail corridors, four of which are retrofits within existing road rights-of-way, and one along an irrigation canal. The focal areas for the new trails are amidst predominantly Spanish and Hmong speaking communities.

Solano Avenue Complete Streets, Albany, CA

Kristen was the Urban Design Lead for this project to re-envision and update ten blocks of Albany's main street. The focus of the project was improving safety, creating a cohesive streetscape, and enhancing community vitality. Kristen co-led a three-day design workshop charrette, developing concept designs to resolve intersection geometry, better accommodate pedestrians, transit users, and to incorporate landscaping and placemaking elements.

Lodi Greenline Trail Feasibility Study, Lodi, CA

Kristen managed this project to study the feasibility of and to develop design concepts for both rail with trail and rail to trail alignments. This project includes obtaining appraisals, working with Bike Lodi to engage the community, and developing safe crossing designs, and cost estimates to complete a feasibility study that will enable the City of move towards acquisition and implementation.



KEVIN ROBERT PERRY, PLA, FASLA

GREEN INFRASTRUCTURE LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 25

TDG: 2021-Present

Urban Rain Design:
2012-Present

Nevue Ngan Associates:
2006-2012

City of Portland:
2002-2006

EDUCATION / CERTIFICATION

Bachelor of Landscape
Architecture, University of
California, Davis: 1996

Professional Landscape
Architect: OR

APPOINTMENTS / AFFILIATIONS

American Society
of Landscape
Architects, Fellow

California Student
Leadership in Green
Infrastructure, Director

AWARDS

American Society of
Landscape Architects Sierra
Chapter Merit Award: Tactical
Green Infrastructure: 2020

City of Davis Environmental
Recognition Award: 2019

DC Water Green Infrastructure
Challenge: NW Kennedy
Greened: A Neighborhood
Green Street Project: 2014

Kevin is an internationally recognized leader in successfully integrating stormwater management with high-quality urban design. For nearly two decades, Kevin has worked on over 90 green infrastructure projects throughout United States within the public, private, and academic sectors. Kevin is advancing the effort to intertwine green infrastructure within innovative multimodal streetscape design throughout the west coast and nationally. His work experience has helped municipalities and policy makers develop a toolbox of green infrastructure design strategies for local, state, and federal agencies. Kevin founded the concept of Tactical Green Infrastructure, a unique design-build process using student and community volunteers to rapidly implement simple, low-cost, and beautiful green infrastructure projects within the public realm.

SELECTED PROJECT EXPERIENCE

Russell Boulevard Corridor Plan, Davis, CA

Kevin served as the Green Infrastructure Lead for a community-based vision for a three-mile stretch of the Russell Boulevard corridor. The corridor plan re-imagined Russell Boulevard as a dynamic, beautiful, and sustainable gateway to the City and the University. This vision was based on a Complete Streets and context-sensitive approach that addresses all forms of transportation including bicycles, pedestrians, transit, and vehicles. Through a year-long public engagement process, the TDG Team produced a streetscape master plan, including a conceptual design and streetscape standards for the corridor. The Plan envisions a lively, green boulevard that is comfortable for people of all ages and abilities and reflects the innovative spirit of Davis and seamlessly integrates multimodal transportation improvements, green infrastructure, and placemaking.

San Mateo County Sustainable Streets Master Plan, San Mateo, CA

To boldly advance green infrastructure and Complete Streets throughout the San Mateo County, the San Mateo Countywide Water Pollution Prevention Program developed the San Mateo Countywide Sustainable Streets Master Plan. Kevin assisted a multi-disciplinary design team to develop a series of conceptual design strategies for 8-10 different urban city locations throughout the San Mateo County. Many of these existing streetscape conditions are extremely auto-dominated, highly impervious, and lack streetscape vibrancy. Kevin played a key role illustrating how street space can be re-balanced to allow for enhanced pedestrian and bike mobility, placemaking opportunities, as well as a bold use of green infrastructure to combat urban flooding, extreme heat, and other negative effects of climate change.



MIA CANDY

PLANNING AND ENGAGEMENT LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10

TDG: 2020-Present

Renaissance Planning:
2016-2019

UNC Center for Urban and
Regional Studies:
2014-2016

Commoner Center for Health &
the Environment: 2012-2014

EDUCATION / CERTIFICATION

Masters of City and Regional
Planning, University of North
Carolina: 2016

Bachelor of Arts,
Anthropology and English
Literature, University of
Cape Town: 2010

Thrivance Institute Dignity
Infused Community
Engagement Certificate

APPOINTMENTS / AFFILIATIONS

2019 Urban Leaders Fellow

American Planning
Association

Association of Bicycle and
Pedestrian Planners

SPUR

Mia is a project planner with expertise at the intersection of urban planning, public health, education, and anthropology. She is an experienced Project Manager focused on integrated land use and transportation, multimodal corridor planning, mobility justice, and Safe Routes to School. She specializes in community engagement techniques, mixed methods research, spatial analysis, policy writing, and visual communication. Mia works in communities of all sizes throughout the U.S., Canada, and South Africa. She builds cross-sector partnerships by working closely alongside grassroots nonprofits, research institutes, unions, universities, K-12 public schools, federal and state agencies, regional and metropolitan planning organizations, transportation network companies, and local government.

SELECTED PROJECT EXPERIENCE

Alameda County Safe Routes to School, Alameda County, CA

Mia serves as the Project Manager for this initiative encouraging families to walk, bike, carpool, and take transit to school. The project's broader goal is to build safer, healthier, and more sustainable communities. Mia leads a cross-sector team of non-profit practitioners and public agency staff to deliver timely and effective programming and events. She ensures long-term program sustainability and maintains strong relationships between all partners.

San Pablo Corridor Study, San Pablo, CA

TDG worked with the City of San Pablo to develop all ages and abilities active transportation options for 10 corridors in San Pablo. TDG conducted an in-depth feasibility analysis of each corridor to evaluate impacts of multiple alternative design options. Mia led the engagement process for this multimodal planning and design effort. She developed paid, contractual partnerships with Community Based Organizations who helped provide widespread and equitable public participation opportunities. She managed the rollout of hybrid remote/socially-distanced engagement techniques including sidewalk decals, pop-up bike rides, and multilingual online workshops.

San Pablo Safe Routes to School Master Plan, San Pablo, CA

Mia was the Project Manager for this project to develop the City of San Pablo's first ever Safe Routes to School Master Plan. TDG evaluated safety and mobility conditions around ten schools and made recommendations for engineering, education, and encouragement interventions. This project was centered around virtual and in-person walk audits that allowed students, families, teachers, and principals to document their experience walking and biking to school. In response to the COVID-19 pandemic, and to support virtual walk-audits, Mia led the development of a new online tool that allowed community members to upload photographs of existing infrastructure conditions to an interactive web map. TDG helped the City implement an on-the-ground pilot installation of select engineering solutions.



JASON FONG, PE, LEED AP®, QSD/QSP

CIVIL ENGINEERING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22

TDG: 2021-Present

Sandis: 2020-2021

BKF: 2019-2020

DK Consulting: 2011-2018

Harrison Engineering:
2010-2011

Kimley-Horn and
Associates, Inc.:
2007-2009

Carlson, Barbee and Gibson:
2000-2007

EDUCATION/ CERTIFICATION

Bachelor of Science, Civil and
Environmental Engineering,
University of California,
Berkeley: 2000

Professional Engineer: CA

QSD/QSP

LEED® Accredited Professional

Consultant Training, Contract
Specialist

Training, Professional Liability
Training

Jason is a Senior Engineer with over two decades of experience in public and private development. He has designed and managed projects from entitlements to construction that include mixed-use, commercial, residential, roadway, and trails. He has expertise in site layout/horizontal control, stormwater management, utility design, erosion control, roadway design, and ADA compliance. He has years of experience providing plan checking services on behalf of cities and plan reviewers and has served as the QA/QC Lead for numerous projects. His design outlook is focused on creating detailed, functional, and constructible plans. He values clients' visions for projects and strives to meet their needs through frequent and honest communication.

SELECTED PROJECT EXPERIENCE

Berkeley Southside Complete Streets, Berkeley, CA

Jason serves as the Senior Engineer for the Berkeley Southside Complete Streets project. He oversees the engineering design and plan production including grading and drainage, site preparation and demolition, and signing and striping. Jason assists in project management including managing subconsultants' deliverables and coordination with the client.

7th Street Bikeway Enhancements, Oakland, CA

Jason is serving as the Project Manager and Lead Designer for a Class I multi-use path along 7th Street connecting Middle Harbor Shoreline Park to Bay Street in West Oakland. This project includes a feasibility assessment and conceptual plans. Jason is leading the coordination effort between the Port of Oakland, the City of Oakland, and the San Francisco Bay Trail.

Hampton Drive, Venice, CA

Jason is serving as the designer and QA/QC Lead on this project that includes traffic-calming measures, crosswalk improvements, and a curb ramp.

Agora, Walnut Creek, CA

Prior to joining TDG, Jason served as the Project Manager for this mixed-use commercial and residential project from entitlements to construction. Jason's tasks included coordination with the design team, acquiring development permits, preparation of construction documents and reports, and construction support.

Lyford Drive Parking Facility, Tiburon, CA

Prior to joining TDG, Jason served as the Project Manager and designer for this public works project from entitlements to construction. Jason's tasks included coordination with the design team, acquiring development permits, preparation of construction documents and reports, and construction support.



ADAM VEST, PE, PTOE

TRAFFIC ENGINEERING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 18

TDG: 2019-Present

Kittelson and Associates, Inc.:
2006-2008,
2010-2019

Cardno: 2009

Kimley-Horn and
Associates, Inc.:
2004-2006

EDUCATION / CERTIFICATION

Master of Science,
Civil Engineering,
University of Kentucky: 2003

Bachelor of Science,
Civil Engineering,
University of Kentucky: 2002

Professional Engineer: DC, FL,
MD, PA, VA

Professional Traffic
Operations Engineer

APPOINTMENTS / AFFILIATIONS

Institute of
Transportation Engineers

Association of Pedestrian and
Bicycle Professionals

Adam brings 18 years of experience and has led complex urban transportation planning and engineering projects for local and state agencies, private developers, and academic research institutions across the United States. Adam's work incorporates a human-scaled, Complete Streets approach to transportation planning and engineering, and he develops innovative solutions that support mobility, safety, and connectivity for all users. Adam understands how to effectively convey critical project impacts and creative solutions to community members and key stakeholders.

SELECTED PROJECT EXPERIENCE

Santa Monica On-Call Professional Services, Santa Monica, CA

Adam manages two engineering and design on-call contracts with the City of Santa Monica. Work orders with the City have included detailed safety analyses, traffic operations analysis, conceptual design, and final PS&E design packages for safety and bicycling projects at high-priority locations throughout the City. Adam is the key contact with the City and oversees the work of various project managers.

San Pablo Bicycle and Pedestrian Corridor Study, San Pablo, CA

Adam managed a team that is evaluating 10 corridors (8 streets and 2 trails) in the City of San Pablo in order to prioritize strategic implementation of active transportation enhancements. The evaluation included traffic data collection, detailed traffic and parking analysis, concept development, and a robust community engagement program, ultimately positioning the City with a better understanding of corridor constraints and opportunities to better position itself for grant funding and construction of these community-vetted projects.

Los Angeles Street Design Manual Design Guide Project, Los Angeles, CA

Adam served as QA/QC Manager in developing the City Los Angeles Bureau of Engineering and Department of Transportation street design standards. The project involves the development of a design supplement to develop contextual, decision making, and engineering drawings for: curb radii, curb extensions, truck aprons, bus bulbs, medians, raised crosswalks, and neighborhood mini-circles. Adam reviewed major project deliverables to confirm their alignment with best practice design.

San Jose DOT Complete Streets Design On-Call, San Jose, CA

Adam is the Project Manager for the 4th Street Two-Way Cycle Track Signal Design task. He is overseeing the analysis of intersection operations and preparation of 100% PS&E for signal modification design for two intersections. This project will upgrade functionality for bicyclists and motorists and enhance the street environment for all roadway users.

Russell Boulevard Corridor Plan, Davis, CA

Adam was the Lead Traffic Engineer working with the City of Davis and University of Davis in a joint effort to re-imagine Russell Boulevard. Russell Boulevard is a key east-west street, serving as the gateway to the City and UCD. Adam led a team of traffic engineers to assess person throughput along the corridor, determine operational impacts to all modes for a variety of design scenarios, and support the project team on design alternative trade-offs.



CHRIS PUGLISI, PE

SIGNAL DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 14

TDG: 2021-Present

Jacobs: 2016-2021

KDL Engineering: 2009-2013

EDUCATION / CERTIFICATION

Master of Science, Civil and Environmental Engineering, Georgia Institute of Technology: 2008

Bachelor of Science, Civil and Environmental Engineering, Georgia Institute of Technology: 2006

Professional Engineer: GA

APPOINTMENTS / AFFILIATIONS

American Planning Association

Georgia Planning Association

Institute of Transportation Engineers

Georgia Section of the Institute of Transportation Engineers

Chris is an engineer focused on innovative solutions to solve the needs, goals, and objectives of clients and stakeholders. His primary professional background is in traffic signal design and operations in both constrained and multimodal environments. His experience actively managing and maintaining traffic signals gives him insight into limitations and constraints of the innovative technology he recommends in design. Chris helps influence design decisions to create safer pedestrian, bicycle, and transit operations at signalized intersections.

SELECTED PROJECT EXPERIENCE

Berkeley Southside Complete Streets, Berkeley, CA

As signal design lead for the project, Chris is overseeing the development of the signal modification design through construction documents for three of the four project corridors within the Southside neighborhood; a total of 10 intersections. Chris is providing design expertise specifically on incorporating bicycle signals, bicycle detection, and transit signal priority at existing signalized intersections, while working with a multidisciplinary consultant team. The plans will be publicly advertised for bid in Spring 2023.

1st Street Corridor Separated Bikeway Project, Burbank, CA

TDG developed a concept for separated bike lanes along 1st Street in Burbank and is now advancing those designs to construction documents. As Signal Design Lead, Chris is overseeing the development of the signal modification design for nine signalized intersections along the corridor. He led a site walk with the client to visit each intersection to inventory existing signal equipment and determine upgrade needs. Chris is providing design expertise specifically on incorporating bicycle signals, bicycle detection, and phase separation at existing signalized intersections.

4th Street Bike Signal Design, San Jose, CA

TDG is working with the City of San Jose to analyze and design traffic signal modifications at two intersections of 4th Street and Paseo De San Antonio and 4th Street San Carlos Street where a directional bike lane is to be converted to a two-way separated bike lane. In addition to design, traffic signal phasing and signal timing recommendations will be prepared, identify utility conflicts, and prepare an opinion of probable construction costs. Chris is the Signal Design Lead who will advance these plans through construction drawings.

Davis Square Multimodal Signal Design, Somerville, MA

TDG is working with the City of Somerville to upgrade the signal at Davis Square, a complex six-legged intersection, to provide greater safety for people walking and riding bicycles through the intersection, transit signal priority (in coordination with the MBTA) and increase the intersection's efficiency through equitable reallocation of street space. TDG traffic engineers developed alternative signal operation scenarios and evaluated them for person-delay, including pedestrians and transit riders. Chris aided in the determination of signal head placement and necessary equipment needed to run the proposed signal phasing. He then worked with project engineers to develop a signal modification design for use by contractors to make the necessary upgrades.

HOURLY RATES

CLASSIFICATION	MAX RATE	NOTES
Principal-in-Charge	\$471.08	<ul style="list-style-type: none"> Rates based on anticipated period of performance: September 2022 to August 2027 Escalation occurs annually, February and July, dependent on staff's hire date Additional staff may be added during the term of the contract Staff may change classification and/or rate during the term of the contract
Engineering Lead III	\$347.50	
Engineering Lead II	\$321.42	
Engineering Lead I	\$282.31	
Senior Engineer	\$241.41	
Project Engineer II	\$224.85	
Project Engineer	\$202.46	
Engineer III	\$179.13	
Engineer II	\$161.97	
Engineer	\$140.42	
Planning Lead III	\$334.66	
Planning Lead II	\$302.15	
Planning Lead I	\$260.52	
Senior Planner	\$223.59	
Project Planner II	\$214.16	
Project Planner	\$195.65	
Planner III	\$175.85	
Planner II	\$155.77	
Planner	\$136.74	
Landscape Architect Lead	\$286.07	
Senior Landscape Architect	\$242.71	
Landscape Architect	\$171.89	
Designer	\$127.47	
Designer II	\$148.04	
GIS Specialist	\$145.81	
GIS Analyst	\$173.79	
Graphic Designer	\$155.04	
Intern	\$101.23	
Technician Manager	\$229.30	
Technician	\$155.77	
Administration	\$137.75	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2022

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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Sentinel Insurance Company
Toole Design Group, LLC 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609	INSURER B: Nutmeg Insurance Company INSURER C: Hartford Fire Insurance Co INSURER D: Continental Casualty Company INSURER E: INSURER F:
	NAIC # 11000 39608 19682 20443

COVERAGES**CERTIFICATE NUMBER:** 22-23 Main**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			30SBWVL4087	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000			
							PRODUCTS - COMP/OP AGG \$ 4,000,000			
							\$			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			30UEGBC3044	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$			
							\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			30SBWVL4087 Follows Form	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 4,000,000			
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$			
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30WEGAP5J4L	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
D	Professional Liability			MCH591868957	01/01/2022	01/01/2023	Each Claim \$2,000,000 Aggregate \$4,000,000			

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

Project Name: Toledo Regional SS4A Planning Grant Support. Toole Design Project#: 02OAK.00121. Note to Toole Design: Contact PM for end date. Endorsements SS00080405, HA99161221 and WC000313 are attached. If required by an insured written contract, executed prior to any loss, the certificate holder is an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Excess Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

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

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 30WEGAP5J4L

Effective Date: 01/01/2022

Named Insured and Address:

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy 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 shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) 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.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii)** Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
 - (a)** Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" 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. However, this subparagraph does not apply to:

- (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (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:
- (i) Any insured; or
- (ii) Any person or organization for whom you 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or
- released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) 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 if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

BUSINESS LIABILITY COVERAGE FORM

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(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), or 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 that "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.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "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:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part 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 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 last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and

- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

BUSINESS LIABILITY COVERAGE FORM**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or

- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an 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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- 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 or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a)** You;
- (b)** Others trading under your name; or
- (c)** A person or organization whose business or assets you have acquired; and

- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2)** The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover 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, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.