

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2019, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and TOOLE DESIGN GROUP LLC, a Maryland limited liability company, whose primary address is 8484 Georgia Ave, Suite 800, Silver Spring, MD 20910, with a PM address at 1635 Broadway, Suite 200, Oakland, CA 94612 (the "**Provider**"), in reference to the following:

RECITALS:

- A. 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: Preparation of an Active Transportation Plan which will update and combine the City’s Bicycle Master Plan and Pedestrian Plan. City staff issued a RFP on April 5, 2019 and after a submittal period of twenty (20) days received four (4) timely submitted proposals. A selection panel including staff and stakeholders reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for preparation of an Active Transportation Plan, a Vision Zero Action Plan and implementation tools to increase the safety and convenience of bicycling and walking in Alameda, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 2019, and shall terminate on the 31st day of December 2021, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

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. The 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 his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed **\$330,000.00**.

4. TIME IS OF THE ESSENCE:

Provider and 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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

(a) Indemnification for Claims for Professional Liability Only: As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

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

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as

an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her 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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda
Transportation Planning Department
2263 Santa Clara Ave., Room 120
Alameda, CA 94501
ATTENTION: Rochelle Wheeler
Ph: (510) 747-7442 / Fax: (510) 522-7538

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

Toole Design Group LLC
Admin Address: 8484 Georgia Ave, Suite 800
Silver Spring, MD 20910
PM Address: 1635 Broadway, Suite 200
Oakland, CA 94612
ATTENTION: Brooke DuBose, Northern California Office Director
Ph: (510) 298-0740 x 174 / Fax: (301) 927-2800

18. SAFETY:

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S 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 attorneys' 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 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 Alameda City Attorney's 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. 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 the 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 City.

22. 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.

23. WAIVER:

A waiver by 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.

24. INTEGRATED CONTRACT:

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 City and Provider.

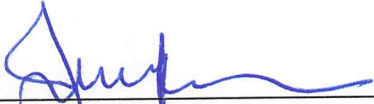
25. CAPTIONS:

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.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.


TOOLE DESIGN GROUP, LLC
A Maryland limited liability company



NAME Jennifer Toole
TITLE President


CITY OF ALAMEDA
A Municipal Corporation

Eric J. Levitt
City Manager

witness: 


NAME Lu Chang
TITLE Contracts Specialist / secretary

RECOMMENDED FOR APPROVAL



Andrew Thomas
Acting Planning, Building & Transportation
Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel



1635 BROADWAY
SUITE 200
OAKLAND, CA 94612

510.298.0740
TOOLEDESIGN.COM

June 17, 2019

Rochelle Wheeler, Senior Transportation Coordinator
Planning, Building, and Transportation Department, City of Alameda
2263 Santa Clara Avenue, Alameda, CA 94501

RE: City of Alameda Active Transportation Plan and Vision Zero Action Plan

SCOPE OF WORK

TASK 1

PROJECT INITIATION AND PROJECT MANAGEMENT

TASK 1.1 PROJECT INITIATION

A successful project begins with a shared understanding of project goals and desired outcomes. The Toole Design Team will convene and facilitate a kickoff meeting with the City of Alameda (City) to review and confirm project vision, goals, objectives, schedule, and budget. During this meeting, Toole Design will clarify the City's project management and administrative expectations for the project. Additionally, Toole Design anticipates discussing available background information and data that will be important to review and synthesize for project success. Following the kickoff meeting, Toole Design will revise and finalize the project work plan and schedule and develop a background information data list request memorandum as necessary.

TASK 1.2 ONGOING PROJECT MANAGEMENT

Toole Design's Project Manager will be the primary point of contact and will be responsible for the quality of every deliverable, the project budget, and schedule. The project manager will conduct a regular weekly review of project schedules, costs, and subcontractor performance and will make adjustments accordingly. While the project manager will be available as needed by phone and email, bi-weekly check-in calls will keep all project elements on track.

Following a Notice to Proceed, a Project Management Plan (PMP) will be developed for this project. The PMP, a living document, will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items that must be achieved. The PMP will be monitored and refined throughout the project lifecycle.

Work products will adhere to internal project deadlines to ensure adequate time for quality control (QC). For this project, Toole Design will use its QC process matrix, which identifies the QC responsibilities of the project manager, team members, checker, and Principal-in-Charge for each deliverable. The QC approach can be summed up simply: no report, drawing, or product of any kind leaves the office without a documented review.

TASK 1.3 EQUITY FRAMEWORK

Toole will develop and execute a qualitative approach to apply an equity lens to the planning and engagement process, which will include metrics for a post-plan evaluation.

TASK 1 DELIVERABLES

- Kickoff meeting agenda, project schedule, meeting notes
- Finalized Project Management Plan
- Additional information/data request memorandum
- Quality control matrix and assurances
- Updated project schedules (as needed)
- Bi-weekly check-in calls (as needed)
- Monthly progress reports
- Equity framework

TASK 2

OUTREACH PLAN AND IMPLEMENTATION

An Active Transportation Plan that will set Alameda on a path toward significant increases in walking and bicycling must be one that is aspirational yet grounded. Toward that end, it is critical that City staff, stakeholders, and the public are engaged in a manner that allows for their collective voice to be heard. The following outlines an outreach and engagement process that reaches a broad range of community members.

2.1 DEVELOP AND IMPLEMENT OUTREACH PLAN

The Toole Design Team will develop a comprehensive Outreach Plan that identifies target audiences and tailored engagement strategies to garner valuable input and support for the Plan. The goal is to develop and facilitate meaningful outreach activities that result in engagement with a broad range of people who live, work, play, and do business in Alameda. Toole Design will work with City staff to further refine these ideas and develop an Outreach Plan that identifies the timing, purpose, potential location, and audiences for all engagement efforts.

TASK 2.2 OUTREACH EVENTS

Toole Design will capitalize on City staff's knowledge of engagement tools and techniques that have worked well in the past. Toole Design will deliver outreach and engagement opportunities that are culturally competent and linguistically appropriate. Translation services for written materials and events will be provided in Chinese and Spanish as needed for outreach events.

Community Workshops

Community workshops are a central part of the planning process, though generating enthusiasm for and attendance at large scale or long-range planning can be a challenge. The Toole Design Team will work with the City (and other stakeholders the City deems necessary) to determine where and when to hold community workshops that are engaging and meaningful. Toole Design will organize and facilitate three community workshops throughout the planning process.

Walking and Bicycling Audits

Walking and biking tours provide stakeholders with a window into the planning and design process and help the project team understand community members' daily experience. Locations will include a variety of contexts from business districts, school zones, residential neighborhoods, and other important walking and bicycling sites. Toole Design will work with the City and the Technical Advisory Committee to identify invitees and locations of walking and bicycling audits. Toole Design will organize and conduct up to eight walking and bicycling audits early in the planning process.

Focus Groups

Focus groups with business owners, community-based organizations and other key stakeholders can be an effective way of gathering input from often under-represented groups in the planning process, or those who have specific concerns to be discussed. The Toole Design Team will organize and facilitate up to four focus group discussions. Potential groups include the Commission on Disability, Downtown Alameda Business Association, and West Alameda Business Association. Others will be identified through the planning process.

Pop-Up Events

Creating a fun, engaging pop-up event during community events such as the Alameda Spring Festival, Art and Wine Fair, Alameda Farmers' Market, or others can be an effective way of meeting people where they are at and gathering input from those who might otherwise not attend a public meeting focused on walking and bicycling. They can also be helpful in spreading the word about the project in general, online engagement activities, and future community workshops. The Toole Design Team will develop a package of activities and materials for up to six pop-up events, which will be staffed by the City.

TASK 2.3 TECHNICAL ADVISORY COMMITTEE

The Toole Design Team and City staff will convene a Technical Advisory Committee (TAC), which will meet up to four times at key intervals of the process to provide insight and technical guidance on key aspects of the project. The TAC will be comprised of community stakeholders such as but not limited to City department staff, school district representatives, advocates, senior/disability representatives, youth, and business association members. In consultation with the City Project Manager, the Toole Design Team will develop meeting agendas, materials, presentations, and facilitate activities and discussions as appropriate.

TASK 2.4 PROJECT WEB PAGE AND WEB-BASED INTERACTIVE MAPS

The Toole Design Team will supplement conventional, meeting-focused public outreach efforts with a user-friendly online interactive website and mapping tool. The intent of the website will be to provide project information and provide opportunities for people to offer input. It will be important to make sure in-person engagement and online engagement opportunities are similar in nature. Asking the same questions in as similar a manner as possible means that input from analog and digital engagement can be aggregated in a manner that is consistent and helpful in informing policy, program, and design recommendations.

For the mapping component Toole Design will use an online mapping platform used on projects of similar size and scope. Toole Design will create one map of Alameda within its larger Bay Area context. The focus of the map will be asking participants to identify key destinations, gaps in the existing networks, barriers such as challenging intersections, or desired safety/comfort improvements to existing facilities. One goal of the interactive web interface will be to allow users to drop pins and draw routes to help highlight where potential opportunities exist for short trip and cross-town connections to schools or transit. The information received will be integrated into the network analysis and will inform and support the development of the policy,

program, and design recommendations.

TASK 2.5 COMMISSION AND CITY COUNCIL MEETINGS

The Toole Design Team will work with the City Project Manager to develop materials for up to five Transportation Commission meetings and two City Council meetings. Toole Design will be on hand to shepherd the Plan through the various stages of other commission processes to solicit input and support. Toole Design will craft necessary materials including reports and presentation material necessary for all Commission and Council meetings.

TASK 2.6 COMMUNITY INPUT RESULTS (ENGAGEMENT SUMMARY)

The Toole Design Team will craft a Community Engagement Report and Summary-Level Report as a record of the community engagement process. Throughout the entire planning process Toole Design will maintain records of all community outreach events and activities. By documenting the engagement activities and input along the way, the City will be able to demonstrate how community input directly influenced the Plan’s vision, goals, and recommendations.

TASK 2 DELIVERABLES

- Public Outreach Plan, Draft and Final
- Outreach materials for all engagement events (3 community workshops, 8 walking and bicycling audits, 4 focus groups, 6 pop-up events)
- Meeting agendas, materials and presentations for up to 4 TAC meetings
- Up-to-date project website and interactive map
- Presentation materials for all Commission and Council meetings (up to 5 Transportation Commission meetings, 2 City council meetings, presentation materials for additional Commission meetings)
- Engagement Report and Summary-Level Report

TASK 3

EVALUATE EXISTING CONDITIONS AND CONDUCT NEEDS ANALYSIS

TASK 3.1 ORGANIZE EXISTING DATA

Toole Design will create a data request for the City that covers all information needed for subsequent analysis tasks regarding the existing bike and pedestrian networks, collisions, demographics, land use, and current plans for new development, such as the Alameda Point project. Toole Design has worked with active transportation data from hundreds of communities across the country, and has developed several best practices for jurisdictions’ management of these data. Toole Design will review and catalog City data with this in mind, making recommendations regarding structures and formats for useful, easily updateable data going forward.

In this subtask, Toole Design will also consider additional data needs to fully understand the state of walking and biking in Alameda today, and will develop a map style for the project to ensure consistent, comparable, clean maps throughout the course of the ATP.

TASK 3.2 FIELD INVENTORIES AND NEW DATA COLLECTION

The Toole Design Team will collection additional data in the field to create a full, current, and accurate accounting of the active transportation network. Toole Design will select the appropriate tool (e.g. Fulcrum, an app linked back to its GIS database, paper forms and site maps, or custom mobile online maps) in

consultation with City staff at the initiation of this subtask.

Toole Design will review the City's count data collection methods to date and select locations for counting that build upon past efforts and set the City up for an on-going data collection program that efficiently and effectively helps the City understand travel patterns of people walking and biking.

TASK 3.3 DEMOGRAPHICS PROFILE AND COMMUNITY SURVEY

For this task, the Toole Design team will assemble and analyze data about who is walking and bicycling today and why, and what groups might be underrepresented. The findings will be presented in a graphically rich format that communicates key stories that will inform the planning process.

Toole Design will work with EMC Research to conduct a statistically-significant community survey of Alamedans about their practices and attitudes toward active transportation. The Community Survey will be a quantitative, statistically-reliable survey of Alameda adult residents about bicycling attitudes, behaviors, and facilities. While the final design will be heavily influenced by discussions with the client and consultant team, it is anticipated that the survey will include key questions that allow us to categorize residents into the four cyclist types identified in research from Portland and Portland State University (Strong and Fearless, Enthused and Confident, Interested but Concerned, and No Way No How), questions around current cycling behaviors, reactions to images of various types of cycling facilities, and a set of demographic questions.

The survey will be mail-based and will drive respondents to a website where they will be able to complete the survey. This method allows for a sample frame of all residential households in the city of Alameda, and the use of a visual survey format that allows us to show images of various types of bicycling facilities for respondent feedback. The goal will be to complete 500 interviews with an overall margin of error of plus or minus 4.4 percentage points. The survey questionnaire is expected to take the average respondent approximately 15 minutes to complete online, and will be available in English, Spanish, and Chinese. Print surveys will be available upon request. EMC Research staff will closely monitor the data collection process to track the survey's representation and ensure that the sample universe accurately reflects Alameda's adult population. In addition to the initial invitation postcard, the budget allows for postcard, text message, phone, and email reminders as needed to boost response rates among targeted demographic groups. Upon completion of interviewing, EMC Research staff will conduct an extensive statistical analysis of the data gathered from the survey.

Toole Design will also assemble demographic data from the US Census and California Household Travel Survey to develop a full demographic profile for active transportation the city. In analyzing and reporting the results, Toole Design's goal will be to provide clear, concise analysis and strategic recommendations. Survey results and the resulting profile will inform identification of priority facility types and geographies, gaps in policies or programs, and recommendations for messaging approaches in Plan communications and implementation of projects after Plan completion.

TASK 3.4 EVALUATE EXISTING CONDITIONS

- For this task, Toole Design will work collaboratively with City staff to select appropriate analyses with which to evaluate the bicycle and pedestrian environments in Alameda. The purpose of this evaluation will be to identify needs and opportunities in support of the Plan's overarching goals (e.g. safety, mode shift, equity, project delivery, etc.) Topic areas for analysis may include the following: Quality of existing bicycle and pedestrian networks and identification of gaps, including Level of Traffic Stress

(LTS) network analysis

- Qualitative evaluation of citywide bicycling and walking demand and connectivity, including access to transit
- Collision analysis (performed as part of the Vision Zero Action Plan in Task 11)

This task will be completed in coordination with the collision analysis completed as part of the Vision Zero Action Plan.

TASK 3.5 EXISTING CONDITIONS AND NEEDS REPORT

Toole Design will use the collected data, public input, and a review of existing plans, programs and policies to create a State of Bicycling and Walking in Alameda report. The goal of this report will be to identify the needs, constraints, and opportunities for implementing infrastructure, policies, and programs that benefit people walking and biking in Alameda.

TASK 3 DELIVERABLES

- Templates for organizing data, final data tables, GIS files, recommended count locations
- Draft and final survey questions/images, detailed survey results, summary-level results
- Demographic analysis
- Maps, tables and summary findings of existing conditions data
- Draft and revised State of Bicycling and Walking in Alameda report

TASK 4

VISION AND GOALS

TASK 4.1 REFRESH VISION

Early in the planning process Toole Design will work with the City Project Manager to develop a draft project vision for active transportation in the City of Alameda. The existing Pedestrian Plan and Bicycle Master Plan visions are great starting points. The goal will be to craft a vision that is aspirational, bold, and realistic. Toward that end, Toole Design will generate a proposed vision that will be vetted through the engagement process. The result will be an active transportation vision that is inspiring and reflects the community's desires for active transportation.

TASK 4.2 UPDATE GOALS

The existing bike and pedestrian plans include achievable goals. Now is the time to harness the good portions of both plans, synthesize and prioritize the goals, and create initiatives under the umbrella of active transportation. Ultimately the goals, and actions toward achieving those goals, will be measurable and linked to the General Plan Transportation Element, Transportation Choices Plan, and the Climate Action and Resiliency Plan goals.

TASK 4 DELIVERABLES

- Draft and revised vision statement
- Draft and revised goals

TASK 5

NETWORK AND FACILITY RECOMMENDATIONS

TASK 5.1 METHODOLOGY FOR RECOMMENDATIONS

Toole Design will determine a methodology for identifying project recommendations for both pedestrian and bicycle infrastructure projects. The proposed methodology will be summarized in an outline format with supporting graphics documentation for client review before it is finalized. Toole Design’s recently completed work on the FHWA *Bikeway Selection Guide* and current work updating the AASHTO *Guide for the Development of Bicycle Facilities* will be applied, as appropriate, for bikeway type and route selection.

Pedestrian facility recommendations, especially those located at crossing locations, will be informed by guidance provided in the FHWA *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations*. This resource takes into account roadway characteristics such as speed limit, traffic volumes, and lane configurations to recommend appropriate crossing treatments (e.g., high-visibility crosswalk markings, beacon-enhanced crossings, curb extensions, etc.).

TASK 5.2 UPDATE AND EXPAND PEDESTRIAN AND BICYCLE NETWORKS

Using the method identified in Task 5.1, Toole Design will develop recommended pedestrian and bicycle projects that create a network to achieve Alameda’s vision and goals for active transportation. While Toole Design’s goal in creating bicycle networks is always a connected low-stress system, interim projects that may serve a smaller portion of the population also serve a purpose. As such, Toole Design will identify both longer-term recommendations that will enable the widest group of bicyclists to feel comfortable (“all ages and abilities”) and shorter-term projects that face fewer implementation hurdles in terms of cost or community support.

For the pedestrian network, Toole Design will identify, or confirm from the prior plan, pedestrian districts and other area typologies (e.g., residential, industrial) where different design treatments should be applied. The design guidance that is developed in Task 9 is intended to be paired with various typologies to identify specific infrastructure projects.

TASK 5.3 RECOMMENDSUPPORTING INFRASTRUCTURE

On-street and trail infrastructure cannot stand alone in creating great places to walk and bike. Supporting infrastructure such as a wayfinding system intended for people walking and biking, prevalent bike parking, street trees, and other features can also help people choose to walk and bike in Alameda. Toole Design will develop recommendations for the type and location of needed supporting infrastructure.

TASK 5 DELIVERABLES

- Draft and final methodologies for selecting networks
- Recommended bikeway type selection guidance
- Draft, revised and final pedestrian and bicycle networks, in map and spreadsheet formats
- Concise report and maps with recommended supportive infrastructure

TASK 6

POLICY AND STANDARDS RECOMMENDATIONS

Toole Design will initiate this task with a comprehensive review of the City’s existing plans, guidelines, standards

and other documents with active transportation-related policies and guidance. Once a list of current plans and policies has been compiled, Toole Design will draw upon best practices from throughout the country (and peer cities in the Bay Area) along with feedback from City staff and the community. This information will be used to make recommendations on how to revise existing, and craft new, policies and standards, including samples of model policies/standards to use. For the Alameda ATP, Toole Design will tailor policy and standard recommendations based on the city's greatest needs, and they will be prioritized by their effectiveness at supporting rapid implementation of bicycling and walking safety and comfort improvements (see Task 8.6 for additional information).

TASK 6 DELIVERABLES

- Summary evaluation of the City's policies, programs and practices that impact or relate to walking and bicycling
- Draft and final memorandum with policy and standard recommendations

TASK 7

PROGRAM RECOMMENDATIONS

Based on input from staff, stakeholders, and the public, and information gathered during previous tasks, Toole Design will develop program recommendations for education, enforcement and encouragement programs. Recommendations will be actionable and clearly identify how they support the Plan's vision and goals. Program recommendations will be grounded, achievable, and measurable, and based on best practices.

TASK 7 DELIVERABLES

- Summary evaluation of the City's programs that impact or relate to walking and bicycling
- Draft and final memorandum with program recommendations

TASK 8

PRIORITIZATION AND IMPLEMENTATION STRATEGY AND TOOLS

Project prioritization and implementation are the most significant components of an active transportation plan. Recommended pedestrian and bicycle network expansions and infrastructure investments are all for naught if they cannot be efficiently sequenced and constructed. Toole Design has broad experience with prioritizing recommended projects and crafting implementation strategies.

TASK 8.1: PRIORITIZATION CRITERIA

It is important to keep the ATP goals in mind when prioritizing projects so that its vision of making walking and bicycling in Alameda safer and more attractive becomes reality. Priorities will take input from City staff, the project committees, and community outreach into account, but will definitely include safety, connectivity, potential demand, and equity.

TASK 8.2: PRIORITIZATION OF PROJECTS AND PROGRAMS

Once prioritization criteria are established, they will be weighted and projects will be scored based on their ability to address each criterion. Toole Design will also perform analysis using tools to assess the impact of projects on intra-neighborhood and citywide connectivity. This assessment can lead to a type of cost-benefit analysis that can help the City prioritize investment. The analysis results will also lead to the development of a neighborhood-specific project list that identifies the most transformative projects for each part of the city.

Projects will be grouped by implementation timeline, including short- mid- and long-term projects.

TASK 8.3: COST ESTIMATES

This task will develop planning-level cost estimates for infrastructure projects based on recent Alameda bids, neighboring city bids, and Caltrans Contract Cost Database District 4 bid prices. Program cost estimates will be based on information gleaned from the best practices review and Toole Design’s national knowledge of level of the effort related to effective bicycle and pedestrian programs. Maintenance and staffing costs will also be estimated.

TASK 8.4: IMPLEMENTATION STRATEGY

Toole Design will develop an implementation strategy that includes programs (including staffing needs), projects, and potential policy considerations. This implementation plan will identify potential phasing, funding opportunities, and key departments or agencies that will be responsible for advancing the recommendation. With input from the City, performance metrics (e.g., number of pedestrian programs carried out, lane-miles of bicycle infrastructure installed) will be developed as a means of tracking implementation over time.

Toole Design will develop an implementation schedule that incorporates the results of the prioritization and cost estimation processes, with an eye toward projects that can be implemented quickly and cost-effectively. Large or complex projects will be broken into short-term and longer-term improvements to ensure they are not passed over while “low-hanging-fruit” small and simple projects are implemented.

The implementation schedule will highlight various action items for successful project implementation and identify coordination that will be needed to achieve the recommendations. Potential constraints or implementation-related challenges that may arise will also be identified. Toole Design proposes providing a year- by-year list of projects for the first five years of ATP implementation, based on the City’s two-year budget and proposed ten-year Capital Plan. This strategy will set the City on a path toward rapid transformation in key areas. Similarly, the schedule for program implementation will prioritize those that deliver the biggest “bang for the buck,” either through City investment or private partnerships. This information will be presented to City staff, project TAC and Transportation Commission for review and approval.

TASK 8.5 CONCEPT DESIGNS AND ALTERNATIVE CONCEPTS

For this task, Toole Design will prepare conceptual designs for eight locations/segments that either pose significant barriers to walking and bicycling network connectivity or create safety hazards. These locations will be selected based on the work performed in previous tasks. Concept designs will include alternatives, when applicable, to flesh out different treatment options and considerations. All work completed for this task will be tailored toward use in grant applications so that projects are funded and constructed in a timely manner. This means concepts will provide information including, but not limited to: project descriptions, proposed cross-sections, cost estimates, and equity variables.

TASK 8.6: POLICY AND STANDARD DEVELOPMENT

This task serves as an extension of the work performed for Task 6 in which Toole Design will prioritize policies, standards, and guidelines that are likely to be most effective at addressing city needs and supporting active transportation safety and connectivity improvements. With direction from City staff, Toole Design will draft language for up to ten policies and standards, to either be included as part of the ATP or adopted independently.

TASK 8.7: PROGRAM DEVELOPMENT

Toole Design will work with City staff and use input received during community engagement to prioritize five (5) of the programs described in Task 7. These programs will be prioritized based on their perceived ability to expedite Plan implementation and achieve Plan goals. A program implementation strategy will be developed for each program and will include detailed implementation plans, costs, potential funding sources, public/private partnership opportunities, and schedules.

TASK 8 DELIVERABLES

- Draft and final prioritization criteria for projects and programs
- Prioritized project and program lists and maps
- Planning-level cost estimates for projects and programs
- Draft and final Implementation Strategy
- Eight draft and final concepts
- Ten draft and final policies/standards/guidelines
- Five draft and final program implementation road maps

TASK 9

DESIGN GUIDELINES AND STANDARDS

Toole Design will use its extensive background developing design guidelines and standards – ranging from national guidance such as the upcoming update to the AASHTO *Guide for the Development of Bicycle Facilities* to local guidance such as the AC Transit *Multimodal Corridor Guidelines* – to ensure that Alameda’s Active Transportation Plan includes best practice and state-of-the-art guidance for pedestrian and bicycle facility design. Guidance will be broad enough to be applicable to common situations throughout Alameda (e.g., bike lane design adjacent to on-street parking, enhanced pedestrian crossing treatments on high-volume arterial roadways), while maintaining specificity so that it remains customized to Alameda’s specific needs. Standards adopted by comparable “peer cities” in the Bay Area will be reviewed and analyzed, along with existing City of Alameda guidance, to create a template for a new combined pedestrian and bicycle facility design standards document that will replace the existing Pedestrian Design Guidelines and Bicycle Facility Design Standards.

Additionally, Toole Design will develop 10 new infrastructure-specific guidelines, based on recommended ATP facility types that are most needed in the city, to augment the guidance template discussed above. Toole Design has already worked with the City of Alameda to develop guidance on the placement, sizing, and signing/stripping of bicycle boxes. A similar toolkit structure – complete with a description, schematic, typical application, guidance, considerations, and references for further information – is proposed for each of the 10 infrastructure-specific guidelines.

Deliverables:

- Review of existing guidance (Alameda, peer cities)
- List of model guidelines
- 10 guidelines for Alameda adoption
- Draft and final guidelines template (in, PDF, INDD and native files)

TASK 10

PLAN DOCUMENTATION AND APPENDICES

The final task of this planning process will be to develop a draft and final Active Transportation Plan for the City of Alameda. Throughout the planning process all documents and deliverables will be developed with an eye toward the development of this final Plan. By doing so the Toole Design Team will create task documents that can stand on their own and can be seamlessly summarized and integrated into an overall Administrative Plan with accompanying executive summary for review by City staff. With revisions based on City staff feedback, Toole Design will draft the City of Alameda Active Transportation Draft Plan for review by community members, the TAC, and City Commissions. Toole Design will collect all feedback and integrate changes to the document, as appropriate, to create a Final Plan for adoption by the City Council. The Plan will meet state Active Transportation Program and Alameda County Transportation Commission requirements for grant funding eligibility.

TASK 10 DELIVERABLES

- Administrative Draft Plan and Draft Plan
- Final Plan and Final Adopted Plan
- Native Plan files

TASK 11

VISION ZERO ACTION PLAN

The development of a Vision Zero (VZ) Action Plan will be undertaken as a distinct effort, separate from the ATP. When stakeholders and residents view VZ solely as a bicycle and pedestrian issue, they are less likely to buy into the wholesale change necessary to implement a Safe Systems approach. Moreover, fatal and serious injury crashes impact vehicle occupants as well – an initial review of the most recent 10 years of crashes in Alameda reveals that approximately 66% of fatal and serious injury crashes did not involve people walking or bicycling.

Vision Zero must be undertaken, and viewed by the public, as an effort that impacts all people who travel on Alameda’s roadways: people walking, biking, scooting, taking transit, and driving. In this way, all travelers can take responsibility for their own safety and that of all others with whom they share the road. Staff across City departments can all see their roles in eliminating fatal and serious injury crashes.

TASK 11.1 VISION ZERO POLICY ADOPTION

Alameda’s General Plan Safety and Noise Element sets the stage for the development and adoption of a VZ policy. Toole Design will use best practice knowledge of successful VZ policies to write a VZ policy for legislative adoption by City Council. Toole Design will work with City staff, equipping them with materials to present the policy for adoption.

TASK 11.2 VISION ZERO TASK FORCE

The policy adopted in Task 11.1 should have a provision for creating a VZ Task Force. Achieving Vision Zero necessitates internal coordination across City agencies and departments, plus community groups and other external stakeholders that may not be involved in the development and implementation of an ATP. Accordingly, a separate advisory body will be formed for the VZ Plan development. Successful VZ Action Plans have been guided by a steering committee or task force that represents a broad cross section of community interests. This group will meet three times over the course of the Action Plan development. The Task Force will:

- Develop VZ Vision and Goals

- Guide development of a Public Involvement Plan (City-led)
- Review data analysis
- Inform Action Plan content, format, and structure including actions and performance metrics
- Act as community liaisons

TASK 11.3 VISION ZERO COLLISION ANALYSIS

Vision Zero is a data-driven approach. In this subtask, Toole Design will analyze geographic and non-geographic trends in the collision data for all modes. Toole Design will review 10 years of data for trends over time, though the standard is to analyze the most recent 5 years of collision data for other factors because conditions (land use, streets, cultural practices, etc.) typically have changed beyond that timescale.

The two primary elements of VZ collision analysis are a geographic analysis to identify priority locations, such as through the development of a “High-Injury Network,” and an exploration of crash characteristics to assess common patterns throughout the city. Given the relatively small number of fatal and serious injury crashes, Toole Design typically recommends evaluating all injury crashes while giving extra weight to those that resulted in more severe injuries. Community input on near-misses will also be examined.

The geographic analysis will refine the High Injury Corridors developed for the Alameda Countywide Active Transportation Plan by focusing attention on key corridors and intersections and accounting for motor vehicle crashes. This analysis will inform both the prioritization work and selection of concept design locations in Task 8.

The crash characteristics analysis will evaluate the impact of factors such as speed, impairment, time of day, and crash dynamics on crash outcomes. This analysis leads to an organizing framework for actions development which happens in Task 11.4.

TASK 11.4 ACTIONS DEVELOPMENT

The Action Plan will consist of a list of actions to be undertaken by City departments and their partners. The development of this action list is the critical part of a VZ Action Plan: staff identify those practices and policies they can and must change to ensure movement toward the goal of zero fatal and serious injury crashes. This is an iterative process that necessitates a City champion who can shop ideas around outside of Task Force meetings, likely with members of the ATP Technical Advisory Committee and other implementation staff, such as a Police Department representative from traffic enforcement. Toole Design will equip City staff with a presentation and discussion materials for these meetings.

TASK 11.5 PERFORMANCE MEASURES

All Vision Zero Action Plans include performance measures to keep City staff accountable and to build trust with stakeholders. Toole Design will develop reasonable, trackable performance measures to accompany all actions developed in Task 11.4.

TASK 11.6 ACTION PLAN

Toole Design will work with City staff and the Task Force to determine an appropriate audience and tone for the Action Plan. The document will be structured around identified crash causes and action areas and will clearly communicate the results of the collision analysis in a visually compelling way that tells the story of why the City of Alameda and its residents must change their practices to reach the goal of zero fatal and serious injury collisions.

TASK 11 DELIVERABLES

- Draft and final Vision Zero policy
- Supporting materials for Council-adoption process
- Three VZ Task Force meetings
- Collision analysis: maps, data tables, summary for Action Plan
- Draft and final list of VZ actions, plus supporting material for client to discuss with applicable stakeholders
- Draft and final performance measures
- Detailed Action Plan outline
- Admin Draft Action Plan (Word version for text editing), Draft Action Plan (layout version), Final Action Plan

TASK 12

OPTIONAL TASKS

In consultation with client, Toole Design will develop additional task language and associated cost estimates to perform potential additional tasks that will increase the impact and usefulness of the ATP and/or accelerate implementation of bicycling and walking improvements. Toole Design will not proceed with task work without written consent from City staff. Potential additional tasks may include, but are not limited to:

- Internal agency project process evaluation and recommendations for efficiencies
- Demand analysis
- Rapid implementation recommendations (locations, design assistance, cost estimation)
- Identification of locations for pilot / pop-up demo / tactical urbanism projects, and project management and installation of such projects
- Fact sheets on completed projects
- Additional outreach support, such as pop-up event attendance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2019

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:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849	INSURER A: National Surety Corp.		21881
INSURED Toole Design Group, LLC 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609	E-MAIL ADDRESS: certs@kleinagencyllc.com		INSURER B: American Automobile Ins. Co.		21849
			INSURER C: Trumbull Insurance Co		27120
			INSURER D: Continental Casualty Company		20443
			INSURER E:		
			INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ABC80926019	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MXA80337010	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FleetCover End't \$ Various
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ABC80926019 Follows Form	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30WECAC6M1V	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MCH591868957	01/01/2019	01/01/2020	Each Claim \$2,000,000 Aggregate \$3,000,000


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

Project Name: City of Alameda Active Transportation Plan
Project #: F0061
Notes: Contact PM Cindy Z. for end date. Projected dates 2019-2021. 30 day notice of cancellation, 10 days for non-payment. See attached for specific additional insured wording.

OK CC 7/1/19

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Planning, Building and Transportation Dept. 2263 Santa Clara Ave. Room 120 Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Klein Agency, LLC		NAMED INSURED Toole Design Group, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: : Notes

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for the certificate holder under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.

ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:

American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless Personal Injury or Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 17. Personal Injury is amended to include:

f. Discrimination

B. Section III - Definitions, Item 2. Advertising Injury is amended to include:

e. Discrimination

C. Section III - Definitions is amended to include:

30. Discrimination means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

D. Section II - Liability Coverage, Part H. Exclusions, Item 1.p Personal Injury or Advertising Injury is amended to include:

(11) Arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling,

permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of discrimination, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:

(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

AB9189 8-07

President

Page 1 of 6

- (e) a state or political subdivision permit issued to you.
- (2) Coverage does not apply to any occurrence or offense:
 - (a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or
 - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.** is amended to include:

- g. Any 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, subject to the following additional exclusions:
 1. The insurance afforded the vendor 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.

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.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. **Blanket Waiver of Subrogation**

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. **Broadened Named Insured**

Section II - Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
 - (a) you have the responsibility of placing insurance for each such entity; and
 - (b) coverage for the entity is not otherwise more specifically provided; and
 - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;
- (b) Coverage C does not apply to bodily injury or property damage that occurred

before you acquired or formed the organization;

- (c) Coverage C does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the organization.

6. **Medical Payments**

Unless Coverage D. Medical Payments is excluded from this policy:

- A. Section II - Liability Coverage, Part H. Exclusions, Item 2.f. is replaced with:
 - f. Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.
- B. Section II - Liability Coverage, Part G. Coverage, Item 2., is amended to include:
 - c. Coverage D. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. **Tenant's Legal Liability**

- A. Section III - Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance, Item 3. is replaced with:

3. The most we will pay under Coverage C - Liability for damages because of property damage to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

- a. arising out of any Covered Cause of Loss shall be the greater of:

- (1) \$1,000,000; or
- (2) The Tenant's Legal Liability limit shown in the Declarations.

8. **Chartered Aircraft**

Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

- (5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 2. is replaced with:

2. Advertising Injury means injury arising out of one or more of the following offenses:

- a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

B. Section II - Liability Coverage, Coverage C, Part H. Exclusions, Items 1.p.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section III - Property, Liability and Medical

Payments Definitions, Items 17.b., d. and e. are replaced with:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped 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, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless Personal Injury or Advertising Injury is excluded from this policy, Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

- (1) Personal Injury to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such Personal Injury, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. 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. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increase Limits

Section II - Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

- (2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (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 substantiated loss of earnings up to \$500 a day because of time off work.

17. Per Location Aggregate

A. Section II - Liability Coverage, Part J. Limits of Insurance, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. Section III - Property, Liability and Medical Payments Definitions, is amended to include:

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

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

- a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or

legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim, or suit by other employee(s) does not imply you also have such knowledge.

- b. To the extent possible, notice to us should include:

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

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2. is replaced with:

2. Coverage C - Liability

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

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;
- b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like

kind and quality; subject to a limit of \$25,000 in any one policy period; and

5. This coverage is not subject to the General Liability General Aggregate Limit.
21. Expected or Intended Injury - Amendment to Exclusion

SECTION I. - 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

a. Expected or Intended Injury

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

All other terms and conditions of the policy apply.

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93
Policy Amendment Section II

Insured Toole Design Group, LLC

Policy Number ABC80926019

Producer Klein Agency, LLC

Effective Date 01/01/2019

Schedule

Name of Person(s) or Organization(s)

Per Schedule on File with the Agent

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


The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of **your work** for that insured by or for you.


5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

FleetCover® Endorsement - CA 70 18 10 14
Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

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

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to bodily injury or property damage that results from an accident that occurred before you acquired or formed the organization; and
- (c) No person or organization is an Insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

- d. Your employee while using with your permission his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

2. Form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your employee or agent while using with your permission his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

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

However, such person or organization is an insured:

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

2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written insured contract or written agreement executed prior to the accident; or
- b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:

Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such auto:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
3. The most we will pay for any one loss in any one accident is the lesser of the following:
 - a. Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to autos you lease, hire, rent 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; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any private passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an Insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered auto; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,
2. Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:
- (5) Anywhere in the world if a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is \$1,500, if, at the time of loss, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered auto at the time of a loss.

The most we will pay for loss is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered auto in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage.

However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered auto to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.
- (5) If loss results from the total theft of a covered private-passenger type auto (if CA0020 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage; 2. Towing, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section IV - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the Insured at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties In The Event Of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2, a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2, a.; is deleted and replaced by the following:

- a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
- (1) You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company;
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (a) How, when and where the accident or loss occurred; and
- (b) The Insured's name and address; and
- (c) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, Item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- (i) For accidents or losses occurring within 25 miles of the United States border; and
- (ii) For trips into Mexico of 10 days or less; and
- (iii) If the covered auto is principally garaged and principally used in the United States; and
- (iv) If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and form CA0020 (if attached to this policy), Section VI - Definitions, item C.; is replaced by the following:

- C. Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned auto is:
 - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
 - (2) Shown in this policy as having a loss payee or additional insured-lessor; and

(3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. Section IV - Physical Damage Coverage, D. Deductible of form CA0020 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this Motor Carrier Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Motor Carrier Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

**Additional Insured - Primary and Non-Contributory With Other Insurance
CA 71 06 04 14**

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Toole Design Group, LLC

Policy Number: MXA80337010

Producer: KLEIN AGENCY, LLC

Effective Date: 01/01/2019

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

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

Scheduled Persons or Organizations

With Respect to Designated Project or Contract

Any As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Provisions

- A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury or property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the **Who Is An Insured** provision contained in Section II.

- B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions of Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury or property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy