

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **TDG ENGINEERING, INC.**, a California corporation, whose address is **8484 GEORGIA AVENUE, SUITE 800, SILVER SPRING, MD 20910** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

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

AGREEMENT

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

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



Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

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

16. RECORDS:

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

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

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

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

17. NOTICES:

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

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

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

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

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

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

TDG Engineering, Inc.
Contracts/Risk Management
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910
ATTENTION: Emmy Klint, General Counsel/Risk Mitigation Manager
Ph: (301) 927-1900 / Email: contracts@tooledesign.com

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

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

18. SAFETY:

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

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

30. CONTROLLING AGREEMENT:

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

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

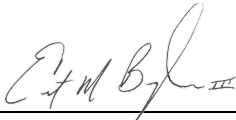
TDG ENTINEERING, INC.
a California corporation



Jennifer Toole
President

CITY OF ALAMEDA
a municipal corporation

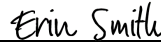
Jennifer Ott
City Manager



Ernie Boughman
Chief Financial Officer

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian

Assistant City Attorney

TOOLE
DESIGN

CITY OF ALAMEDA

TRANSPORTATION PLANNING AND ENGINEERING SERVICES

APRIL 7, 2025





360 22ND STREET
SUITE 501
OAKLAND, CA 94612

510.298.0740
TOOLEDESIGN.COM

April 7, 2025

City of Alameda
Attn: Scott Wikstrom
City Hall West, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

RE: Request for Proposals, Transportation Planning and Engineering Services

Dear Scott Wikstrom and Members of the Evaluation Committee:

Toole Design is pleased to present our team's proposal to provide Transportation Planning and Engineering Services for the City of Alameda. Our qualified team has thoroughly reviewed the RFQ and understands the services needed to successfully deliver any projects requested by the City.

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

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

Ellie Fiore, AICP, will serve as Project Manager and main point of contact between the City and Toole Design Team. Ellie brings over 20 years of engineering and project management expertise and will ensure Toole Design's Team is staffed to deliver on any assigned task orders, leverage best practice guidance material to make informed recommendations, and lead the development of planning and engineering documents. Ellie will be supported by **Amalia Leighton Cody, PE, AICP**, who will serve as Principal-in-Charge for this contract, overseeing projects for integrity, safety, equity, and practicality. Amalia is a civil engineer and planner who has managed significant utility, stormwater, park, and transportation planning projects, and clients who have worked with Amalia value her emphasis on implementation. She has experience leading complex, multi-disciplinary teams and delivering projects on schedule and on budget. **Mia Candy** will serve as the Quality Assurance/Quality Control Lead for Transportation Planning. **Jeremy Chrzan, PE, PTOE, LEED AP®** will serve as the Quality Assurance/Quality Control Lead for Traffic Engineering.

We are committed to providing the services as specified, and we will commit our staff and resources necessary to provide on-call consulting services throughout this contract. Toole Design has deep professional and technical resources, with a staff that includes planners, engineers, designers, landscape architects, data and GIS analysts, safety experts, and graphic artists. Toole Design's proximity to Alameda means that we will be accessible and available for all projects. We know that good communication starts with accessibility, and there will always be a team member available to respond to critical matters. For each task order, Toole Design will implement a project management approach for effective communication between City of Alameda staff, our team, and project stakeholders. Our project leadership will then assign the appropriate staff for each task order. We employ tools proven to effectively present, monitor, and communicate the scope, schedule, and budget throughout the duration of a project.

I confirm that I am a legal representative of TDG Engineering, Inc. and therefore, authorized to bind our firm to an agreement in the event of an award. I confirm that, as of the submission deadline, Toole Design has a minimum of three years of experience satisfactorily providing the same or similar services requested under this RFP, and that Toole Design is registered with the California Secretary of State in good standing. I confirm that Toole Design accepts the provisions listed in the RFQ and confirms that our proposal is valid for 90 days commencing on April 7, 2025. Toole Design has reviewed the standard service provider agreement and associated insurance requirements and requests the exceptions noted below.

Toole Design has a history of meeting project objectives on time and under budget. We are proud of our reputation for excellence in the field of planning, urban design, and engineering, and we encourage you the selection committee to contact our clients to inquire about our work. If you have questions about our proposal, please contact Ellie Fiore, Project Manager and contact person for this submittal, at efiore@tooledesign.com or 510.298.0740 x245. Thank you for considering our team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Fields', with a stylized, looping flourish at the end.

Jessica Fields, PE, AICP, Director of Operations, Western U.S.

Toole Design's contracting entity for California is TDG Engineering, Inc. (TDG) which is an affiliate of Toole Design Group, LLC. TDG has the same management as Toole Design and performs engineering work under the direction of Amalia Leighton Cody, PE, AICP who is a California-registered engineer.



ORGANIZATION QUALIFICATIONS

FIRM BACKGROUND

TOOLE DESIGN

Toole Design is a leading planning, engineering, and landscape architecture firm specializing in transportation planning and traffic engineering. Founded in 2003, our firm has grown to over 250 staff in offices across the U.S., including our local Oakland office. We create the communities of tomorrow where walking, bicycling, and taking transit are safe, convenient, and joyful for everyone. Unique in the industry, our firm's sole focus is on active and multimodal transportation and as such, we bring clients nuanced expertise and thought partnership on these topics.

TRANSPORTATION PLANNING

Toole Design brings direct staff expertise to all aspects of bicycle and pedestrian infrastructure planning and design, from plans and studies at the local, regional, and state level and national active transportation policies, guidelines, and design standards to micromobility siting and planning and placemaking and urban design. Our staff have evaluated tens of thousands of miles of roadways to develop networks of streets that provide safer and more accessible options for bicyclists and pedestrians, and in planning, we aim to build momentum and capacity among city and

elected officials, advocates, and the general public to ensure that projects and programs become realities. We understand that people walking and people biking have different needs, desires, and travel patterns, and that while planning for these modes is often closely connected, it is also important to view them individually. Toole Design's plans reflect that understanding by providing tailored recommendations for each mode.

Toole Design's approach to transportation planning and policy projects is to develop a results-driven, action-oriented deliverable. The secret to our success is to root our plans in a compelling vision with clear goals, then develop all aspects of the plan—from policy and program recommendations to project prioritization—to tie back to and advance those goals. We supplement this approach by identifying implementation plans with clear timelines, responsible parties, and an effective funding strategy.

Given our specialization in multimodal planning and design, we have a keen understanding of the interactions between various modes. We understand how improvements for one mode impact other modes, and how to maximize safety and efficiency across modes while always ensuring accessibility.



A group bicycle ride for the Alameda CTC Active Transportation Plan.

We have extensive experience using this understanding to develop planning-level performance measures and cost estimates for each mode. Additionally, our multidisciplinary approach means that we are in a superior position to develop concept designs; we understand how things are built, and we apply this knowledge at each step in the process.

TRAFFIC CALMING

Toole Design has led a range of multimodal roadway projects to reduce the vehicular speeds, level of traffic stress, and conflict between modes. We identify priority locations with conflicts between modes and help communities and clients explore the trade-offs of traffic calming elements, including but not limited to roundabouts, traffic circles, signals, protected intersections, rounded corners, mid-block crossings and medians, curb extensions, and streetscape buffers.

PUBLIC OUTREACH

At Toole Design, we take community engagement as seriously as our technical work. We know that inclusive community engagement leads to better results and more successful implementation, and we understand that the nature of how people communicate and share information demands that we constantly create and refine new techniques rather than rely on strategies that may have worked in the past.

We believe that for a project process to be open, transparent, and clear, opportunities for engagement must be provided throughout its life cycle. To that end, we have extensive experience in developing public participation work plans, leading public presentations, facilitating diverse stakeholder and technical working groups, and preparing materials for use at public meetings, open house events, and open streets events. We are also accustomed to managing mailing lists and preparing meeting notices, forming project advisory committees, interviewing stakeholders, scheduling and facilitating public meetings, developing websites to gather public comments, and displaying draft plans and project visuals. We have used a variety of engagement platforms to identify resident needs and wants, including online surveys, intercept surveys and tabling at popular events, online interactive maps, public open houses, pop-up public meetings, Open Street events, charrettes, and small walking or biking workshops with community leaders.

TRAFFIC ENGINEERING

Toole Design is a premier provider of traffic engineering services, specializing in traffic operations analysis, microsimulation, traffic signal design, intersection improvements, and pedestrian/bicycle facility design. Our expertise extends from high-level conceptual planning to the final PS&E, ensuring seamless and effective active transportation design solutions. Toole Design has served as the lead author on multiple street design guides at both the national and local levels, including the City of Los Angeles *Supplemental Street Design Guide*, AASHTO *Guide for the Development of Bicycle Facilities*, and the FHWA *Bikeway Selection Guide*, among others.

SIGNAGE AND STRIPING DESIGN

Our pavement markings and signing and striping plans reflect local and best practice design guidance and consider maintenance, safety, and geometry. We use our experience working alongside City and County public works departments to identify cost-effective implementation strategies. For example, we can coordinate new or updated pavement markings as part of repaving programs.

ROUNDAABOUT DESIGN

Toole Design's roundabout design experience spans quick-build designs to full PS&E designs. We have also developed roundabout best practice guidance in a variety of municipal design manuals. Toole Design has helped communities navigate the trade-offs of signalization vs. roundabouts, range of roundabout elements (i.e., landscaped central islands, splitter islands, truck aprons, entrance lines), material selection, and strategies to increase pedestrian visibility. We have led community and stakeholder workshops to develop concepts for roundabout designs.

TRAFFIC SIGNAL/PEDESTRIAN SIGNAL DESIGN

Our team is composed of professionals with a solid foundation in traffic signal and intersection modification and installation design. We are well versed in methodologies outlined in the Highway Capacity Manual (HCM) and the trip generation and parking generation manuals published by the Institute of Transportation Engineers (ITE).

COMPLETE STREETS

Toole Design has been a national leader in the Complete Streets movement since its beginning. We were among the first supporters of the Complete Streets Coalition in the early 2000s. We are recognized for our work on Complete Streets planning and design, and design guidelines, and we have conducted data-driven analyses, developed concept plans, and prepared construction documents for hundreds of reimagined streets across North America. Our staff work closely with city, county, and DOT engineers to discuss the pros and cons of design solutions and to work through the trade-offs associated with reconfiguring street cross-sections to address all users' needs. We have written Complete Streets design manuals for clients from across North America and we have staff members who are certified National Complete Streets and NACTO trainers.

Toole Design's focus is on developing Complete Street design solutions that improve conditions for pedestrians and bicyclists while also balancing the needs of other users, such as transit riders and motorists. Our civil engineering services include concept designs, final design and construction documents, cost estimates, project coordination, and construction administration services.

WAYFINDING

Toole Design staff have experience in all facets of developing wayfinding systems from concept and route planning through documentation and installation. Our team has developed wayfinding protocols and manuals, regional wayfinding plans, planned and designed on- and off-road wayfinding systems, informational kiosks, sign construction plans, and provided oversight of sign installation by both in-house crews and contractors. As authors of the AASHTO bike and pedestrian guides, our team brings in-depth understanding of best practices and we are expert at developing wayfinding that is MUTCD-compliant while still communicating the unique character of the community. We know that good wayfinding and signage connects people to their destinations and makes travel seamless and enjoyable for everyone, and we develop wayfinding that is thoughtful, accessible, and easy to use and understand.

BICYCLE FACILITIES

Protected Intersections: Toole Design has developed conceptual and final design plans and has provided peer review for protected intersections throughout North America. We have expertise in all aspects of protected intersection design, including civil design elements such as protected corners, signal design such as traffic modeling and signal phasing, and signing and channelization design.

Bicycle Boulevards: Toole Design has designed numerous bicycle boulevards across North America. We have extensive experience designing the elements that make bicycle boulevards more comfortable for users: traffic calming features, special pavement markings, wayfinding signage, and improved traffic control. These treatments not only provide benefits for bicyclists, but also serve adjacent residents by reducing vehicular speeds and cut through traffic. Designing on-street bicycle facilities, including bicycle boulevards, is not a niche part of our work; it is our primary focus, and we do it day in and day out.

ON-CALL CONTRACTS

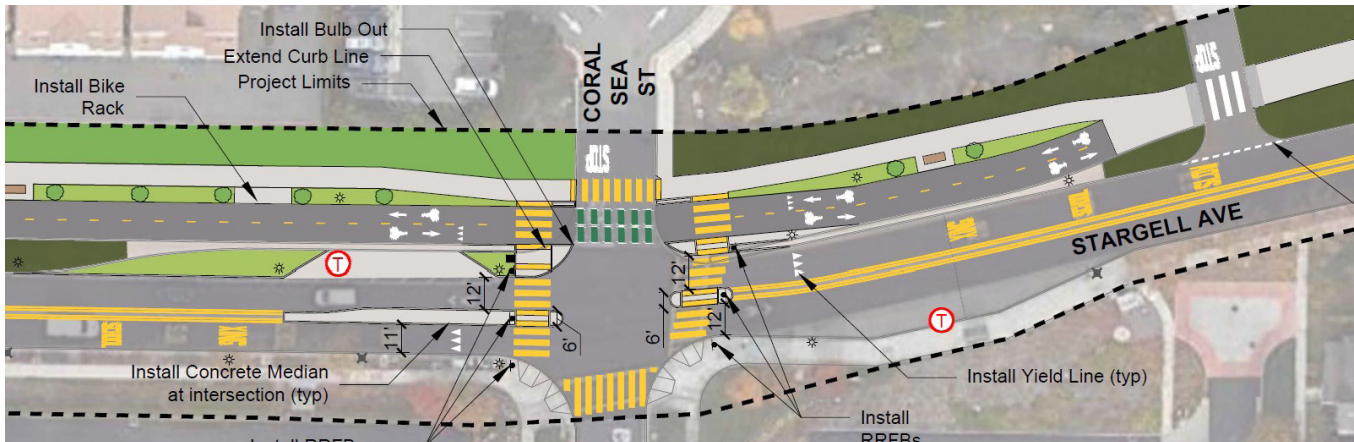
Toole Design has managed on-call contracts with nearly 50 clients across the U.S.. We have assembled a team of trusted professionals who will act as an extension of City of Alameda staff to deliver transportation planning and traffic engineering design projects. Toole Design's approach to on-call contracts is simple: no assignment is too small or too large, and we are ready to be called upon as needed and when needed. We will provide unparalleled responsiveness, quality, and professionalism.

PROJECT EXAMPLES

The following projects are examples of work accomplished that is similar in size and content to the Scope of Services.

CITY OF ALAMEDA ON-CALL: COMPLETE STREETS

ALAMEDA, CA



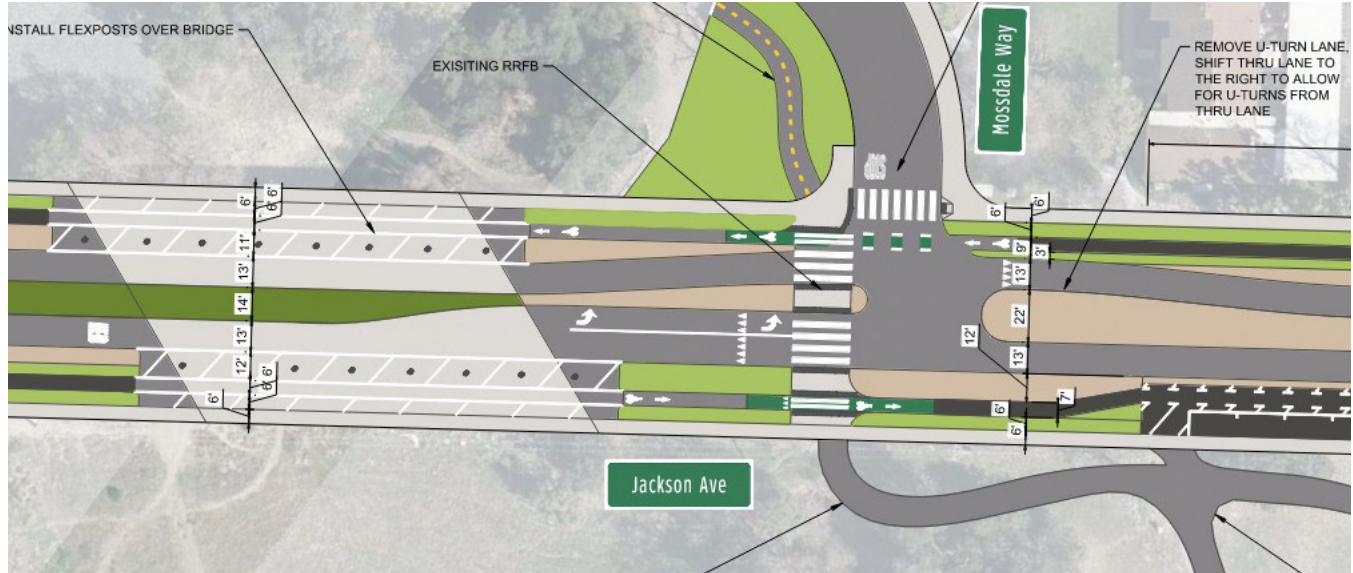
Under this on-call, Toole Design is currently developing construction documents for four miles of neighborhood greenways using quick-build materials. The design will include improvements at intersections that are currently difficult for pedestrians and bicycles to cross and a neighborhood greenway toolkit for the City of Alameda to use as they continue to expand their neighborhood greenway network.

Additional planning and engineering services Toole Design has provided under this on-call include:

- Development of concept plans and cost estimates for grant applications, the City's successful application for funding of the Willie Stargell Avenue Safety Improvements project
- Peer review of striping plans, concept plans, feasibility studies, and construction documents for Complete Streets and bicycle/pedestrian projects
- Development of construction documents for intersection improvements and neighborhood bikeways
- Recommendations on best policies and practices in Complete Streets design, traffic calming, and Vision Zero planning
- Development of design standards and guidance tailored to Alameda for bicycle and pedestrian infrastructure
- Recommendations for safety improvements at specific locations
- Development of forecasts for demand for future bicycle/pedestrian facilities; and provision of expert guidance on Complete Streets.

SAN JOSÉ COMPLETE STREETS ON-CALL

SAN JOSÉ, CA

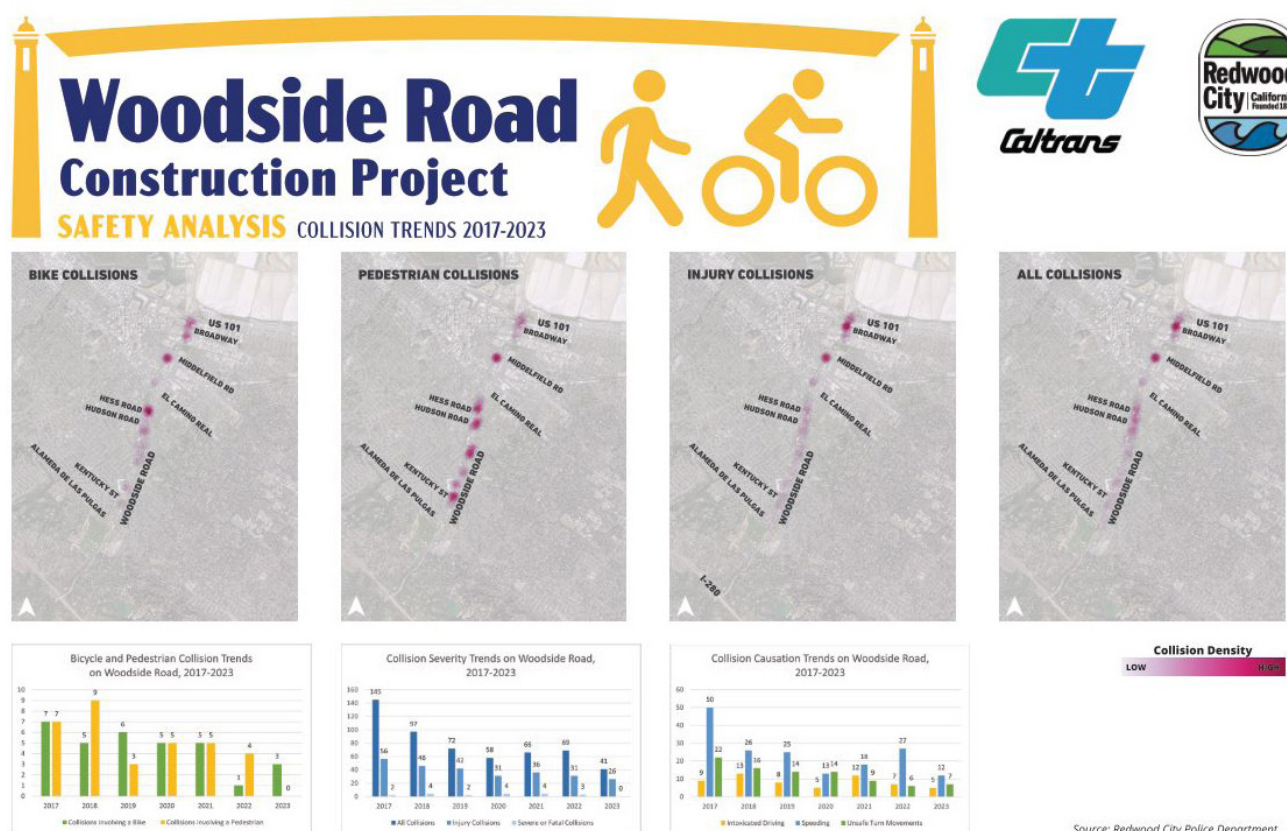


Toole Design's services included developing, analyzing, and evaluating design alternatives; designing pedestrian facilities, including sidewalks and crossing treatments; designing transit facilities, including transit-only lanes and floating bus stops; designing protected bicycle lanes, buffered bicycle lanes, and other types of bicycle facilities; identifying and designing the connections to existing or proposed bicycle facilities for seamless transitions; intersection and driveway designs; traffic signal analysis and design; curb-to-curb analysis and re-channelization; and cross-sections, plan view designs, and cost estimates for projects from conceptual to final design. Specific task orders completed under this on-call include:

- **Communications Hill Roundabout Feasibility Analysis:** Toole Design assisted the City in evaluating the feasibility of a roundabout at the intersection that serves as the main access point to a mixed-use development and developed a conceptual design for the proposed roundabout.
- **4th Street Two-Way Cycle Track Signal Design:** Toole Design analyzed intersection operations and prepared 100% PS&E for signal modification design. This project upgraded functionality for bicyclists and motorists and enhanced the street environment for all roadway users.
- **OBAG Concept Designs:** Toole Design developed concept designs and cost estimates for over 18 miles of roadways to assist the City in applying for funding for four Complete Streets projects.
- **Monterey Road Transit-Only Lane Conceptual Design:** Toole Design developed conceptual design plans to turn Monterey Road into a low-stress, all ages and abilities bike route and to improve pedestrian access to bus stops.

REDWOOD CITY ENGINEERING ON-CALL

REDWOOD CITY, CA

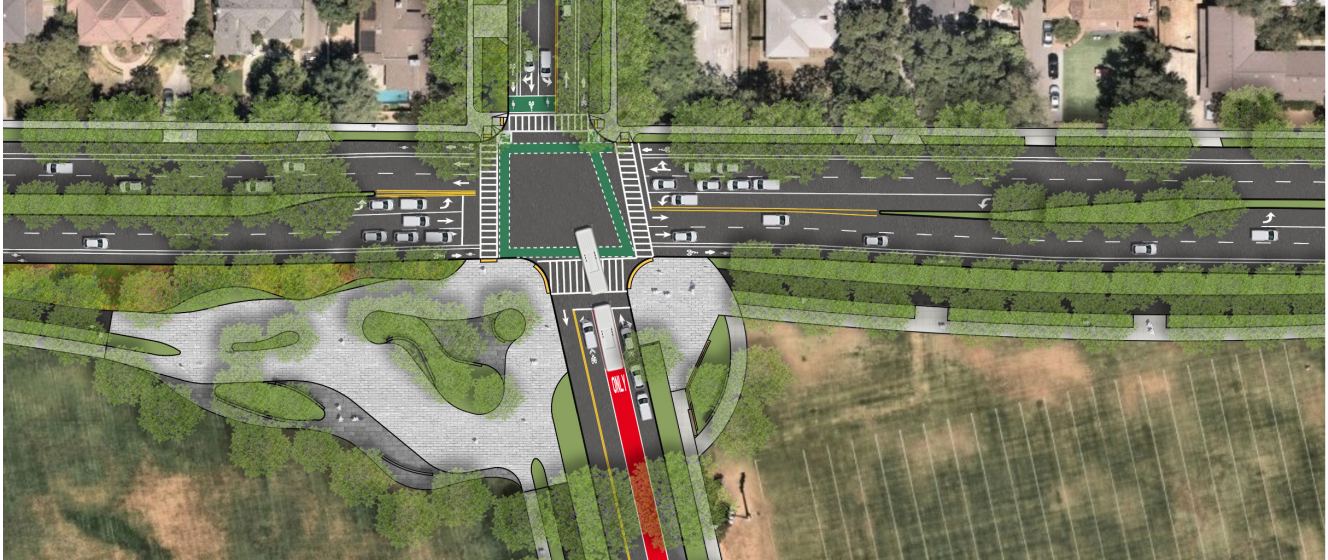


As part of this on-call with Redwood City, Toole Design provided design review for Caltrans' 100% plans for Woodside Road—a design that would remove parking and add Class II and Class IV bike lanes. The outcome of the review were recommendations for safety and mobility improvements and evaluation of alternative scenarios that would allow for the preservation of parking. The community was engaged through an online survey and pop-up events to provide information about the project and collect feedback on how community members anticipated the new configuration would impact them including their mode choice day to day.

Toole Design is currently working on a corridor study for a 1.5 mile long section of Jefferson Avenue. Toole is considering three alternatives that include parking removal and a road diet to improve safety and increase access along and across Jefferson for pedestrians and bicycles. A trade-offs matrix is being developed to articulate the benefits each alternative would provide. A community meeting will be held to gather feedback on the proposed alternatives before Toole Design proceeds with finalizing a preferred concept plan considering traffic-calming measures.

RUSSELL BOULEVARD CORRIDOR PLAN

DAVIS, CA



The Russell Boulevard Corridor Vision Plan was a joint City of Davis, UC Davis, and Yolo County long-range transportation planning effort focused on improving the experience, safety, and multimodal aspects of Russell Boulevard. Three miles in length, Russell Boulevard is a critical east-west connector that establishes the northern edge of the main UC Davis campus and provides access to downtown Davis and numerous campus destinations.

Toole Design provided overall conceptual design direction to turn Russell Boulevard into an inviting, safe, multimodal corridor that will serve as a distinctive gateway into the City. The team developed alternatives for the corridor as it passes through many contexts, from downtown Davis, along the UC Davis campus, and through the more agricultural character at the edge of the City. With the clients' goals for sustainability and accessibility in mind, Toole Design re-envisioned the corridor to include fully separated walkways, bikeways, transit improvements, and key locations for green infrastructure and placemaking interventions.

As a community-based visioning process, engaging with multiple stakeholders and translating the feedback into design concepts was an integral part of the process. Due to the pandemic, all engagement was held virtually with over 1,000 community members attending meetings and responding to surveys. Community feedback informed the bikeway provisions, and was integral to helping the team locate critical safety measures such as better pedestrian crossings and right-sizing placemaking opportunities throughout the corridor. The result is a Corridor Vision Plan that sets the stage for Russell Boulevard to advance from just moving cars and people, to a contributing experiential part of the City, County and UC Davis experience.

MORGAN HILL TRANSPORTATION PLAN AND LOCAL SAFETY ACTION PLAN

MORGAN HILL, CA

Safety Conditions

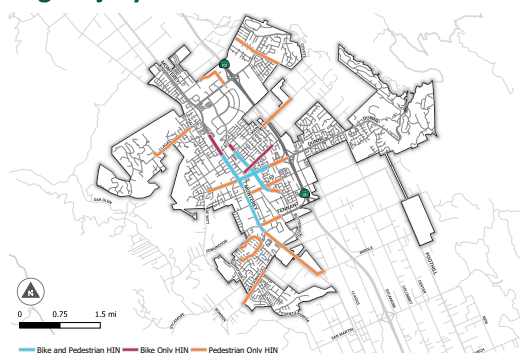
Collisions



High Injury Network: Vehicles Only



High Injury Network: Bike and Pedestrian



Toole Design led multimodal transportation analysis, planning, and design as part of the City of Morgan Hill's Transportation Plan. Toole Design collected and analyzed comprehensive active transportation data including safety, comfort, and connectivity and making recommendations to help improve mobility as the city grows and evolves from a suburban development model to a more urban form.

Toole Design identified priority connections and improvements that make the city more accessible to people walking, biking, using mobility devices, and accessing transit as well as develop Complete Streets design guidance to ensure roadways accommodate all users.

Toole Design supported the City to develop a successful SS4A grant award and is now leading a Comprehensive Safety Action Plan (CSAP). The CSAP will build on the Transportation Plan to create a citywide approach to roadway safety, focus on student and youth safety, and advance priority projects into concept design and grant-readiness.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT PATHWAY WAYFINDING SYSTEM PLAN

SONOMA AND MARIN COUNTIES, CA



Toole Design designed the wayfinding system for the SMART Pathway. This route will span 70 miles of off-road and on-road bicycling facilities and operate in tandem with the SMART Railway to support multimodal trips throughout Sonoma and Marin Counties. Our work on this project included logo design, signage design, and final map design. The design strategy for maps leveraged a different map type for for different approaches, including full-system maps to encourage rail to trail connections, area maps to encourage exploration, and “gap maps” to assist users where facilities are not yet complete. When fully constructed, the pathway will serve as both a standalone route as well as first-/last-mile connector to the train. The first phase of signage was fabricated and installed.

HALF MOON BAY DOWNTOWN STREETScape PLAN

HALF MOON BAY, CA



Toole Design worked with the City of Half Moon Bay to develop a Downtown Streetscape Plan that aims to create a vibrant and realistic vision for Downtown and its Heritage Main Street. The goal of the project is to establish a community-oriented downtown district for residents, business owners, and visitors.

As lead consultant, Toole Design led a series of design workshops (charrettes) with the community to develop strategies and concepts for the entirety of Main Street, its intersecting streets in the downtown core, a comprehensive wayfinding approach, and the redesign of key plazas and park spaces along Main Street.

The final design concepts weave together the multilayered histories of Half Moon Bay, drawing inspiration from its agricultural roots, coastal connections, and the textures and patterns of the Ramatush Ohlone. The Downtown Master Plan includes recommendations for a cohesive wayfinding strategy, public space design standards, and a conceptual redesign of Main Street, featuring a flush street condition and the conversion of angled parking to parallel. New truck routes and loading plans were also created to better align with the proposed Main Street improvements. Additionally, design concepts and drawings were developed with the necessary level of detail to position the city for securing county, regional, and federal funding.



REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

REFERENCES

Below is a selection of relevant projects completed by Toole Design, including client reference information.

Project	Location	Staff in this Proposal	Reference
City of Alameda On-Call: Complete Streets	Alameda, CA	Amalia Leighton Cody, Ellie Fiore, Lauren Pepe, Sara Rauwolf	Rochelle Wheeler, Senior Transportation Coordinator of the Bicycle and Pedestrian Program City of Alameda 510.747.7442 rwheeler@alamedaca.gov
San José Complete Streets On-Call	San José, CA	Alison Mills, Ellie Fiore, Sara Rauwolf	Jason Hu, Senior Engineer City of San Jose 408.975.3710 jason.hu@sanjoseca.gov
Redwood City Engineering On-Call	Redwood City, CA	Alison Mills, Amalia Leighton Cody, Ellie Fiore, Sara Rauwolf	Malahat Owrang, Senior Transportation Planner City of Redwood City 650.780.7245 mowrang@redwoodcity.org
Russell Boulevard Corridor Plan	Davis, CA	Amalia Leighton Cody, Ellie Fiore, Sara Rauwolf	Brian Abbanat, Senior Planner for Multimodal Projects City of Davis 530.402.2879 babbanat@yctd.org
Morgan Hill Transportation Plan and Local Safety Action Plan	Morgan Hill, CA	Ellie Fiore, Ellie Gertler, Mia Candy, Lauren Pepe	Chris Ghione, Public Services Director City of Morgan Hill 408.782.9154 chris.ghione@morganhill.ca.gov
Sonoma-Marin Area Rail Transit District Pathway Wayfinding System Plan	Sonoma and Marin Counties, CA	Anju Palta, Ellie Fiore, Lauren Pepe, Sofia Pollmann	Zoe Unruh, Senior Planner, Sonoma-Marin Area Rail Transit 707.285.8178 zoe.unruh@scta.ca.gov
Half Moon Bay Downtown Streetscape Plan	Half Moon Bay, CA	Anju Palta, Ellie Fiore	Karen Decker, Economic and Community Vitality Manager City of Half Moon Bay 650.726.8281 kdecker@hmbcity.com



UNDERSTANDING AND APPROACH

UNDERSTANDING AND APPROACH

UNDERSTANDING

Over the past several years, Toole Design has worked closely with the City of Alameda, gaining deep insight into the island’s distinctive character and the challenges facing its transportation network. Our projects have spanned from high-level planning efforts, such as the City’s Active Transportation Plan, to detailed PS&E for street-specific improvements, including the first phase of the Neighborhood Greenway Implementation through the existing Complete Streets On-Call. This experience, combined with our local and national expertise, uniquely positions us to continue supporting the City in traffic engineering and transportation planning.

APPROACH

APPROACH TO ON-CALL CONTRACTS

Toole Design’s approach to on-call contracts is simple: no assignment is too small or too large, and we are ready to be called upon as needed. We will provide unparalleled responsiveness, quality, and professionalism to support the City of Alameda in its work to provide safe and comfortable mobility choices to its residents, workers, and visitors.

We understand the value of on-call contracts and the flexibility they afford the City. Our qualified staff will only be a call away to meet the City’s needs as they arise during this on-call contract. Alameda will have a deep bench of qualified multimodal transportation design professionals ready to support as needed. Toole Design is committed to providing the City with final deliverables within established schedules and budgets.

The Toole Design approach to project management is based on transparent and responsive communication, intuitive access to project information, and regular monitoring of project health metrics. Ellie Fiore is Toole Design’s Contract Manager. She will be the primary point of contact for the duration of the on-call contract and will be responsible for communicating with the City, understanding your needs, and assembling the best team for each task order. She excels at managing workflow and integrating team members across tasks

to craft plans and designs that are thoughtful and cohesive. She will monitor on the projects’ budgets and schedules closely.

Our team is equipped to handle project organization, strategy, engagement, communication, and documentation. As a part of our approach to program management, we will work with Alameda staff to understand how our team can be most useful in achieving and exceeding project objectives.

SCOPING PROCESS

Toole Design brings both the general expertise and targeted specialized capabilities needed to cover the services outlined in this request. While the specific approach for each task order will depend on the scope, scale, and goals of the project, our typical approach is as follows:

- As we are informed of the project objectives, depending on the complexity, we may request a meeting with the City to get a clear understanding of the task scope and expectations.
- We will then develop a detailed task scope, fee structure, and work schedule in coordination with City staff. We will develop a project work plan that



Toole Design worked on the City of Alameda Active Transportation Plan.

will include a project schedule, list of key staff, communication protocol, QA/QC process, and an outline of critical decision points.

- Our team will schedule recurring check-in meetings with the project's leadership team.

As work order scopes are developed, the Toole Design Team will define the specific tangible deliverables required to deliver the work order and the necessary milestones for completion. Project milestones will generally be reached when the following occurs:

- The relevant tangible work product(s) have been completed
- Quality control has been completed and documented
- City staff and partner agencies impacted have reviewed the work and commented
- The Toole Design Team has responded and resolved all comments and resubmitted the work products after additional quality control review has occurred
- The City and partner agencies have signed off on the product allowing the project to proceed to the next stage

The Toole Design Project Delivery Process was established to guide project scoping and work products review. An internal, staff facing process, it provides checklists to help our staff ask critical questions of themselves and the client at each stage of the process to improve quality. We recognize that it is our responsibility as consultants to help our clients understand the level of effort required at each stage of the design process. This includes the identification of clearly defined deliverables at each milestone and key decision points which signal that we are ready, or in some cases not ready, to advance to the next stage of the process.

Toole Design strives to always fully understand the scope of the project and provide the most innovative services and scope items possible to get a high rate of return for our clients.

CREATIVITY AND INNOVATION

Toole Design is a national leader in the development of street design manual across North America, including the AASHTO *Guide for the Development of Bicycle Facilities* and the Massachusetts Department of Transportation *Separated Bike Lane Planning and*

Design Guide (which informed Caltrans's DIB 89 Class IV Bikeway Guidance), and the AC Transit *Multimodal Corridor Guidelines*, among many others. Toole Design has extensive experience applying federal and California-specific guidelines in a variety of street design contexts including ADA, NACTO, and the CA MUTCD.

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

PROJECT MANAGEMENT APPROACH

Our Management Approach is designed to allow the Program Manager and the Toole Design Team to react quickly to short-term deadlines that may arise during the five year course of this contract by creating a clear management structure with clear lines of communication. This is built on our team's thorough experiences with similar on-call assignments. Our Program Managers have the training and support systems needed to manage the large teams and often varied project types that are common on these types of contracts.

We will use our internal project management tools and regularly and transparently communicate with City staff. Our monthly progress reports will include task accomplishments, the status of deliverables, and documentation of any variances or agreed-upon scope changes and expected upcoming activities or milestones. We use files sharing systems such as SharePoint to transfer and organize documentation, files, and deliverables. In addition to eliminating the possibility of files or information getting lost in email inboxes, the use of one of these collaboration

platforms means that all members of the project team—Toole Design staff and City staff—will know exactly where to go to find information.

Our project managers know that the ability to identify and handle project challenges is a crucial element of effective project management. It is possible that issues that affect the approach or scope of work will arise after a project has begun, and in many cases, these issues are not directly related to the project. We see flexibility and creativity as job requirements to ensure projects continue on time and under budget. Our team will make sure to identify potential challenges—uncertainties in time, resources, or technology; departure of key personnel; political sensitivities, etc.—up front in the project scoping stage, and we will work to reduce those risks as we execute tasks.

MANAGING RESOURCES AND MAINTAINING QUALITY

PROJECT MANAGEMENT PLAN

As part of each Task Order, Toole Design will develop a Project Management Plan that includes:

- Project management protocols, including frequency of project management meetings

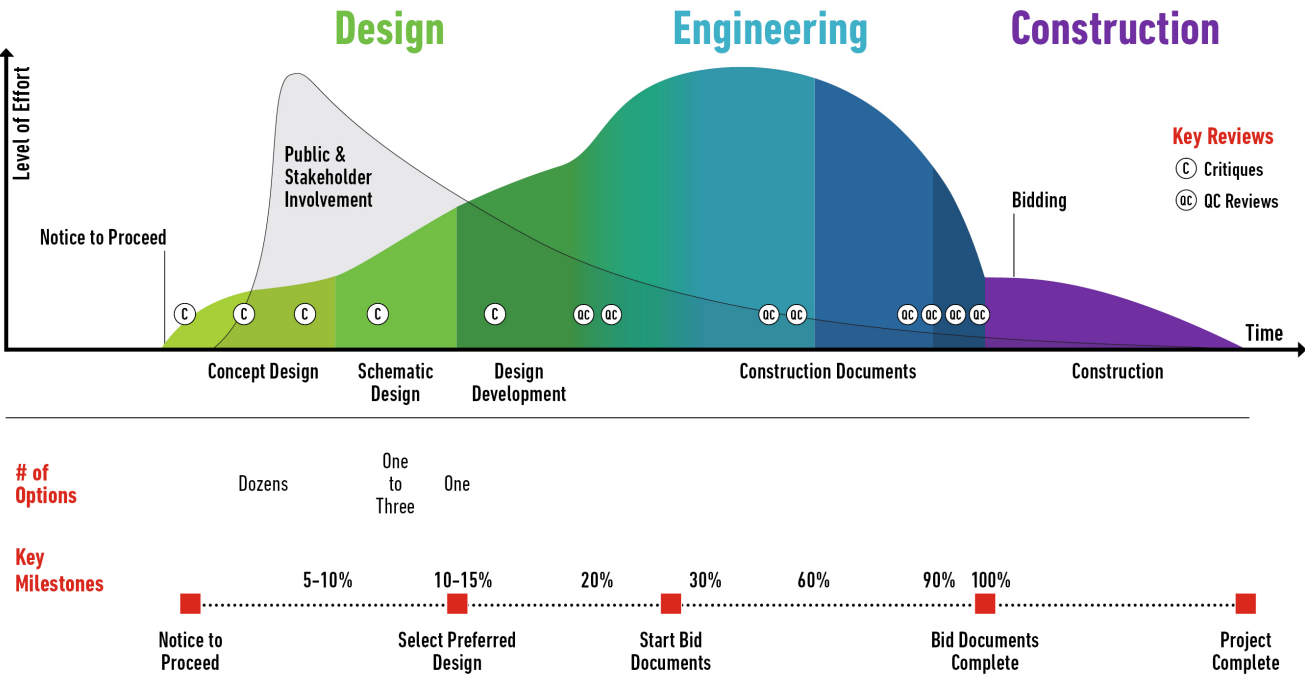
- Roles and responsibilities of project managers and team members, including a plan for allocating staff time and resources
- Workflow relationships between the consultant team and the City of Alameda, and relationships within the consultant team
- A data management plan, including a list of data to be provided by the City of Alameda
- A plan for facilitating an necessary inter-agency coordination
- Quality control and assurance procedures

BUDGET AND RESOURCE MANAGEMENT

Toole Design uses Deltek Vantagepoint, a fully integrated project management and accounting software that follows generally accepted FAR accounting principles. This software, paired with our database of staff skills and our flexibility, will allow us to quickly identify the expertise within Toole Design to respond, prioritize, and complete work for the City. We will be able to reallocate staff resources when needed to provide the City with expedited services.

This software system is used by all employees of the firm and provides instant access to project financial

EXAMPLE OF DESIGN AND ENGINEERING PROCESS AT TOOLE DESIGN



- Identifying direct, indirect, and allowable costs;
- Understanding contracts and setting up the task budgets, rates, and allowable expenses correctly;
- Setting up invoices to provide necessary information; and
- Recording time daily and identifying and approving other direct costs before the accounting team records transactions.

SCHEDULE AND PROJECT TRACKING

Typically, Project Managers save the project schedule to a shared project drive where all members of the project team can access it on an ongoing basis. They will regularly update the schedule and will share progress and upcoming milestones during recurring project management meetings.

Our Project Managers know how to identify and preempt issues that can slow down project progress. When schedule challenges arise, our approach to

Extract from a standard project schedule tracker, as applied on a recent project.

keeping projects on track is to communicate early and often with the client project manager, and to propose clear options for overcoming the hurdle.

INTERNAL QUALITY ASSURANCE/
QUALITY CONTROL

As part of our commitment to maintaining the highest level of quality, Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work, and that of our subconsultants. Our utmost goal is to exceed client expectations. Toole Design's QA/QC program is based on the philosophy that:

Quality is achieved through adequate project planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and by individuals performing work functions carefully, accurately, and completely.

Quality is controlled through checking, reviewing, and monitoring of work activities by individuals with appropriate levels of experience and who are not directly responsible for performing the work.

Quality is verified by a manager performing surveillance and auditing of the work and the procedures followed when performing the work.

Every Toole Design project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Projects then start with an internal kickoff

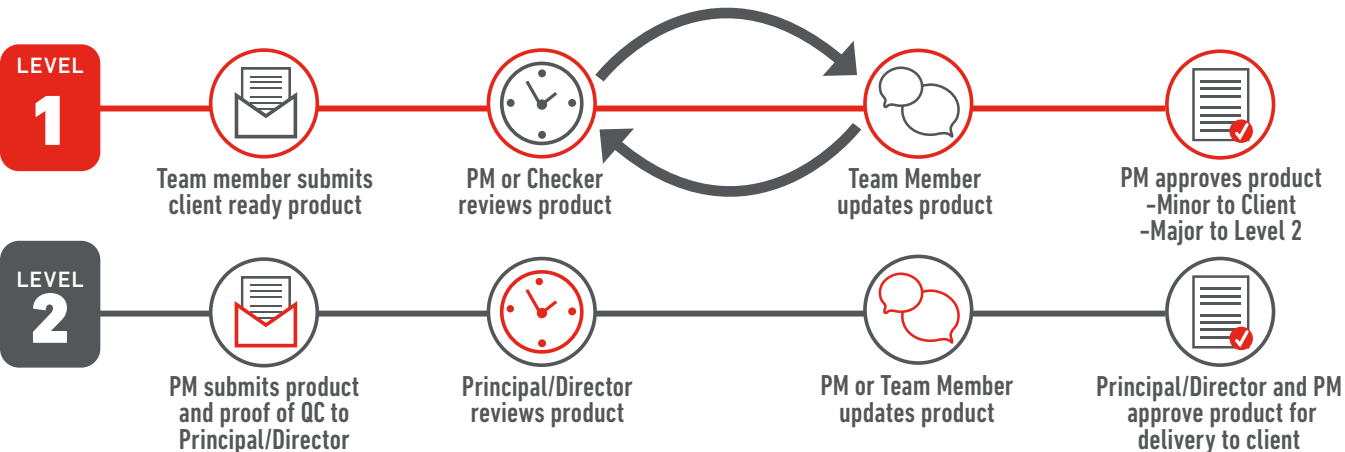
meeting where the project manager and Principal-in-Charge work with the project team to clearly define and document the roles and responsibilities of all team members and discuss the appropriate QA/QC process.

MEETING AND EXCEEDING CLIENT
EXPECTATIONS FOR QUALITY

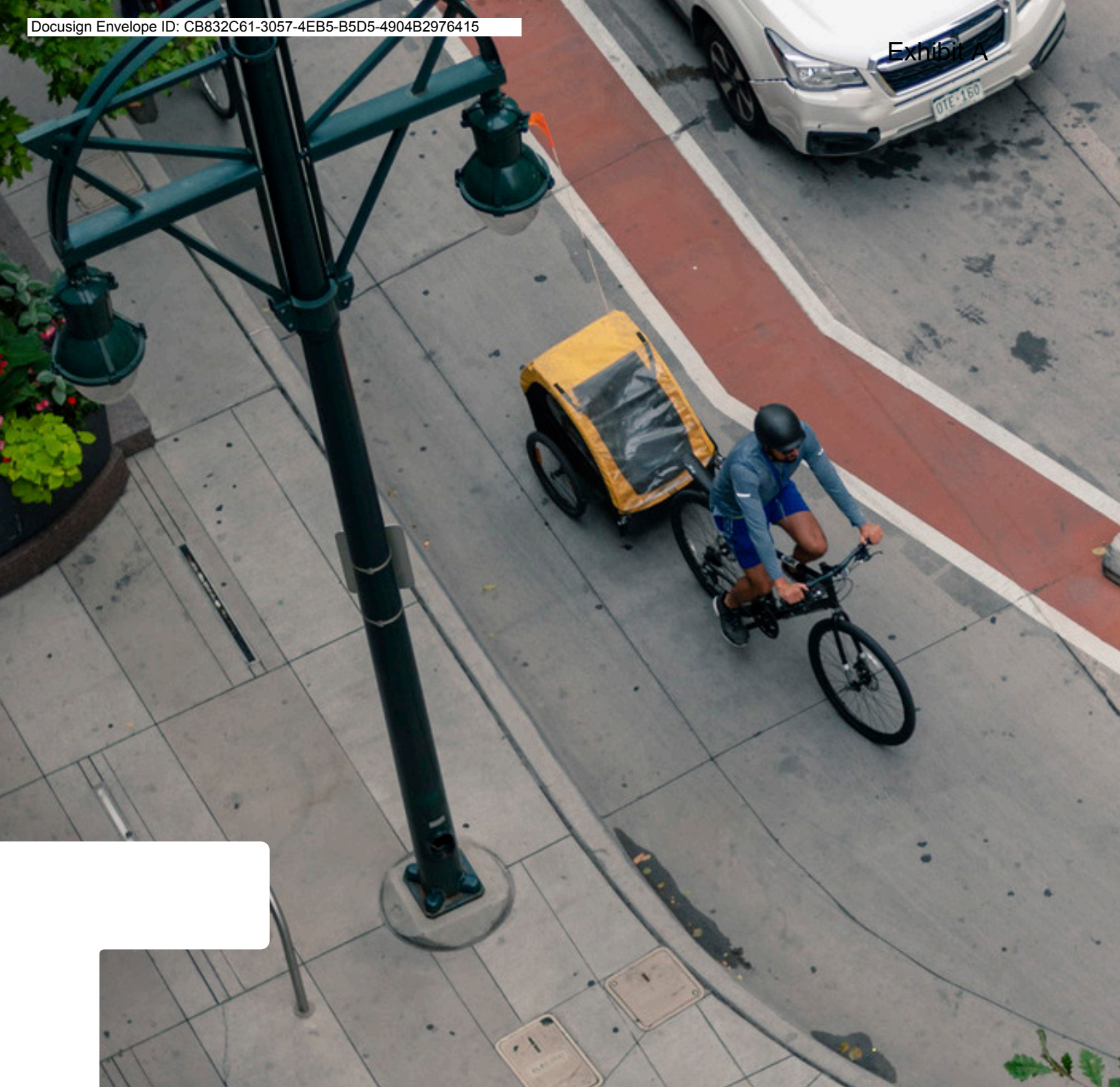
One of our top priorities when working with our clients is to ensure that Toole Design is meeting and exceeding client expectations for quality. In addition to Toole Design's rigorous internal QA/QC program, it is essential that Toole Design staff and City of Alameda staff agree, upfront, on expectations for every deliverable. At the launch of each task, we will ask the Alameda Project Management Team the following questions:

- Who is the audience for this deliverable?
- Who will be reviewing and providing feedback for this deliverable?
- Do you have any examples of deliverables that illustrate what you have in mind?
- Is there anything that you know you do not want to see in this deliverable?
- What format would you like this deliverable to take (Word, PDF, Excel, PPT, InDesign etc.)?
- What are the deliverable parameters (length, level-of-detail etc.)?

This information will be documented in the Task Order PMP or another relevant document.



Toole Design's QA/QC workflow.



HOURLY RATES

HOURLY RATES

The following tables show Toole Design’s fully loaded hourly rates by classification.

CLASSIFICATION	BILLING RATE
Principal-In-Charge	\$430
Engineering Lead III	\$342
Engineering Lead II	\$300
Engineering Lead I	\$262
Senior Engineer	\$234
Project Engineer II	\$206
Project Engineer	\$184
Engineer III	\$166
Engineer II	\$142
Engineer	\$130
Technician Manager	\$176
Technician	\$102
Planning Lead III	\$328
Planning Lead II	\$280
Planning Lead	\$242
Senior Planner	\$218
Project Planner II	\$192
Project Planner	\$182
Planner III	\$164
Planner II	\$148
Planner	\$126
Designer II	\$170
Designer	\$108
GIS Specialist	\$184
GIS Analyst	\$152
Graphic Designer	\$138
Intern	\$94
Landscape Architect Lead	\$284
Senior Landscape Architect	\$202
Landscape Architect	\$180
Admin	\$150

NAME	CLASSIFICATION	BILLING RATE
Amalia Cody	Engineering Lead III	\$316
Ellie Fiore	Planning Lead III	\$302
Mia Candy	Planning Lead II	\$258
Dylan Passmore	Engineering Lead I	\$258
Sofia Pollmann	Project Engineer II	\$200
Sara Rauwolf	Senior Engineer	\$220
Alison Mills	Engineering Lead II	\$282
Anju Palta	Senior Planner	\$214
Andrew Kotalik	Project Engineer II	\$204
Ellie Gertler	Project Planner	\$174
Lauren Pepe	Project Planner	\$182

- NOTES:
- 1. Rate are category
 - 2. Rates are valid until June 2026
 - 3. Rates do not include reimbursable expenses

TOOLE DESIGN

360 22nd Street, Suite 501

Oakland, CA 94612

510.298.0740

www.tooledesign.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

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

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

PRODUCER Klein Agency P.O. Box 219 Timonium MD 21094	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 410-832-7600 E-MAIL ADDRESS: certs@kleinagencyllc.com FAX (A/C, No): (410) 832-1849														
INSURED TDG Engineering Inc. 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B: Nutmeg Insurance Company</td> <td>39608</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Hartford Insurance Company of the Southeast</td> <td>38261</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, Ltd.	11000	INSURER B: Nutmeg Insurance Company	39608	INSURER C: Continental Casualty Company	20443	INSURER D: Hartford Insurance Company of the Southeast	38261	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 582425821****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 Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			30SBWVL4087	1/1/2025	1/1/2026	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			30UEGBC3044	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30SBWVL4087	1/1/2025	1/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	30WEGAP5J4L	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability (Claims Made)			MCH591868957	1/1/2025	1/1/2026	Each Claim \$3,000,000 Aggregate \$4,000,000

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

TDG Project Name: Alameda Transpo Planning/Eng On-Call. TDG Project #: 02OAK.00421. If required by an insured written contract, executed prior to any loss, The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided in favor of The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers for General, Auto, and Workers Compensation Policies. Excess Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

Initial

Le

5/14/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 2263 Santa Clara, Ave.
 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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Professional Liability and Pollution Incident Liability Insurance Policy

4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The **Insured's** Rights and Duties in the Event of a **Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the **Insured** can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**,

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against any person or organization to the extent that the **Named Insured** has, prior to a **wrongful act** or **circumstance**, entered into a written agreement to waive such rights.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.
2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against the Insurer regarding the handling or settlement of any **claim**, the **Insured** and the Insurer agree to submit such dispute to any form of alternative dispute resolution acceptable to both



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF UMBRELLA CONDITIONS - WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY PROVISIONS

The following is added to **Section IV - Conditions**:

Q. Waiver of Subrogation

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement, or when required by a written permit. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 30 WEG AP5J4L

Endorsement Number:

Effective Date: 01/01/25

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

Named Insured and Address: Toole Design Group, LLC
8484 GEORGIA AVE STE 800
SILVER SPRING MD 20910

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

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

d. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

e. Employees as Insureds

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

f. Lessors as Insureds

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

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

g. Additional Insured if Required by Contract

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

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

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

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

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

2. Primary and Non-Contributory if Required by Contract

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

(1) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

3. AUTOS RENTED BY EMPLOYEES

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

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

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

4. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

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

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

7. LOAN/LEASE GAP COVERAGE

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

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

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

8. AIRBAG COVERAGE

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

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

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

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

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

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

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

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

(3) An integral part of such equipment.

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

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

12. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

(1) You, if you are an individual;

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

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

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

15. HIRED AUTO - COVERAGE TERRITORY

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

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

16. WAIVER OF SUBROGATION

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

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

18. EXTENDED CANCELLATION CONDITION

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

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

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

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

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

For the purposes of the coverage provision,

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

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

20. VEHICLE WRAP COVERAGE

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

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

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

d. Architects, Engineers Or Surveyors

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

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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

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(6) When You Are Added As An Additional Insured To Other Insurance

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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