

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 29th day of June, 2021 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “**City**”) and KITTELSON & ASSOCIATES, INC., an Oregon corporation, whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

- A. On November 10, 2020, an agreement was entered into by and between City and Provider (hereinafter “**Agreement**”) in an amount not to exceed \$37,850.
- B. City and Provider desire to further modify the Agreement to extend the term and contract amount on the terms and conditions set forth herein.

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

1. Section 2 (“**Services to be Performed**”) of the Agreement is modified to read as follows:

“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 Exhibits A and A1 as requested. The Provider acknowledges that the work plan included in Exhibits A and A1 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

2. Section 3 (“**Compensation To Provider**”), subsection b., of the Agreement is modified to read as follows:


“b. The total compensation for the work under this First Amendment is not to exceed \$37,120. Total compensation for this Agreement is not to exceed \$74,970.”

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

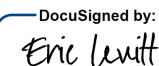
Signatures on Next Page

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

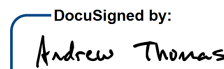
KITTELSON & ASSOCIATES, INC.
An Oregon Corporation

DocuSigned by:

83381C1EADCA7F5
Erin M. Ferguson
Principal Engineer

CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:

E4D11F2008054AF
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDDE1815B92B4C5
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

4CA7AB2DC85F444
Celena Chen
Chief Planning Counsel



155 GRAND AVENUE, SUITE 505
OAKLAND, CA 94612
P 510.839.1742 F 510.839.0871

May 28, 2021

Project #: 24846.01

Ms. Gail Payne
City of Alameda

RE: Citywide Roundabout Analysis – Contract Amendment #1

Kittelison & Associates, Inc. (Kittelison) has been under contract with the City of Alameda to provide transportation services related to conducting roundabout peer review for proposed roundabouts along Central Avenue; screening locations within the City to identify additional potential locations for roundabouts; preparing guidance for roundabout related policies; and providing guidance related to neighborhood traffic circles.

Our initial contract was for \$37,850, to be billed on a time-and-materials basis, based on the scope of work identified in our contract dated November 10, 2020.

Per our discussions with City staff based on other City needs that have arisen related to roundabout implementation, Kittelison is prepared to further assist the City with the following tasks:

- **ICE Review and Community Engagement** for a project at Island Drive / Mecartney Road;
- **Design Modification Analysis** at the approved Central Avenue / Sherman Street / Encinal Avenue roundabout; and
- **Grant writing** to help fund roundabout projects.

The following amendment (Amendment #1) is proposed to add these tasks to the existing scope of work. The budget for Amendment #1 is estimated at \$37,120 to be billed as time and materials. Payment and terms shall be consistent with the terms and conditions of the initial agreement (dated November 10, 2020). Please review the attached amendment to the professional services agreement. If the agreement is satisfactory, please return a signed copy. One executed original will be returned for your records.

We look forward to hearing from you.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Erin M. Ferguson'.

Erin M. Ferguson, PE, RSP
Principal Engineer

A handwritten signature in blue ink, appearing to read 'Mike Alston'.

Mike Alston, RSP
Engineering Associate

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT #: 24846.01**PROJECT NAME:** Alameda Citywide Roundabout Analysis**PROJECT BUDGET:** As of May 28, 2021

Contract	Amount
Current Authorized Amount	\$37,850
Requested Amendment #1 Budget	\$37,120
Revised Authorized Amount	\$74,970

AUTHORIZATION:

The City of Alameda may opt to use their own Amendment terms, but if not then the following signature authorizes Kittelson to proceed.

This amendment amends that Professional Services Agreement dated November 10, 2020 (the "Agreement"), and any prior amendments, by (1) authorizing Kittelson & Associates, Inc. to perform services in addition to the services described in **Part "A"** of the Agreement (See attached Amendments to Part "A") and (2) increasing the **Current Authorized Amount** (shown above) to an amount not to exceed the **Total Authorized Amount** shown above. Except as otherwise stated in this amendment, the terms, conditions, and provisions of the Agreement remain unaltered by this amendment.

Accepted for:

CITY OF ALAMEDA_____
Signature_____
Print Name_____
Title_____
Date

Approved for:

KITTELSON & ASSOCIATES, INC._____
Signature_____
Print Name_____
Title_____
Date**Project Manager:** Erin Ferguson

AMENDMENTS TO PART “A” SCOPE OF WORK

The following sections present the additional work that is covered in this amendment. Additionally, the approved scope of work is included in Attachment A.

TASK 5: ICE REVIEW AND COMMUNITY ENGAGEMENT

Purpose: Engage community members and stakeholders regarding a proposed project at Island Drive / Mecartney Road intersection.

Kittelson understands that a potential project at Island Drive/Mecartney Road was studied and documented in a December 11, 2019, intersection control evaluation (ICE). The ICE included traffic operations analysis, which showed improved operations for a roundabout concept compared to existing all-way stop conditions or proposed traffic signal conditions. The ICE also provided preliminary concepts and cost estimates for both a roundabout and signal alternative. The City would like to engage community members and stakeholders regarding a project at this location.

Kittelson would help the City engage the community through the following tasks:

Task 5.1 Review ICE Documentation

Kittelson will review the existing ICE documentation to confirm findings and recommendations before engaging the community on a potential project. Kittelson will:

- Use the available data from the ICE to review and verify traffic operations analysis and findings.
- Review and provide comments on the proposed concept designs as they relate to lane configurations, horizontal alignments, size, and roundabout performance checks.
- Conduct a conference call with the City to review findings and discuss any modifications necessary before proceeding with outreach and engagement efforts.
- Document any relevant adjustments Kittelson recommends to the existing ICE analysis, findings, and recommendations (ICE review memorandum). Kittelson will respond to one set of City comments on a draft of this memorandum.

Deliverables:

- Draft and Final ICE Review Memorandum
- Conference Call with City Staff

5.2 Outreach and Engagement

Kittelson will assist the City in engaging members of the Bay Farm Island community on the proposed project and considerations. The City will plan, schedule, and advertise the community meetings. Kittelson will present at the community meetings.

This will include:

- Participation in up to four community meetings with homeowner's associations (HOAs) or other relevant stakeholder groups identified by the City. Kittelson will prepare and use the same presentation of project recommendations and roundabout educational information that may be revised slightly between presentations.
- Presentation of findings and recommendation to the Transportation Commission (TC) and to City Council (CC). The presentation to the City Council will be adapted from the HOA presentations to include a summary of outreach and engagement activities.

Assumptions:

- Each community meeting will be 2 hours long and will be conducted virtually (no travel time included).
- The TC and CC meetings are each expected to last four hours and will be conducted virtually (no travel time included).

Deliverables:

- Present at up to four virtual community meetings
- Present at one TC meeting and one CC meeting

TASK 6: DESIGN MODIFICATION ANALYSIS

Purpose: Analyze potential for roundabout design modifications at Central Avenue / Sherman Street / Encinal Avenue related to potential right-of-way acquisition.

Kittelson will review the design approved by the City Council at the April 20, 2021 meeting to determine whether design modifications would be possible with the acquisition of a portion of the Mobil station on the east side of the intersection. Kittelson will provide design markups and recommendations related to roundabout inscribed circle diameter size and location that relate to desired performance outcomes. Kittelson will also host a call with the City to present recommendations related to right-of-way acquisition and the ability to improve the proposed design.

Assumptions:

- The City will provide Kittelson with the current roundabout design graphic at scale overlaid over property lines.

Deliverables:

- Design markups indicating potential for design modifications
- Call with City to discuss findings and recommendations

TASK 7: GRANT WRITING

Purpose: Support the City in obtaining funding for proposed roundabout projects.

Kittelson will help the City of Alameda develop grant applications to fund proposed roundabout projects for implementation. Kittelson will work with the City to identify the appropriate grant opportunities and develop supportive materials, which may include:

- Planning-level cost estimates
- Summarized crash history and benefit-cost ratios applicable to, for example, the California Highway Safety Improvement Program (HSIP) or Active Transportation Program (ATP) grants

Kittelson will work with the City to identify the items needed for targeted grant applications and will provide up to \$5,000 of support on these tasks.

BUDGET

The total budget for the tasks described above is \$37,120. The breakdown by task, staff, and hours is shown below.

Task-Sub Task	Notes	Staff	Ray, Brian	Lewis, Laurence	Ferguson, Erin	Alston, Mike	Polikakhina, Polina	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			BLR	LVL	EMF	MGA	POP		
005-1	Review ICE Documentation								
	Review ICE operations findings			1	2	6	8	17	\$2,830
	Review and comment on cost estimates		2		2	4		8	\$1,720
	Draft and final ICE review memo			1	2	6	7	16	\$2,690
	Conference call and preparation				2	2		4	\$820
	Reimbursable Expense								\$0
	Task #005-1 - Subtotal		2	2	8	18	15	45	\$8,060
5-2	Outreach and Engagement								
	Prepare for community meetings (presentation and coordination)				10	12	2	24	\$4,700
	Participate in Community Meetings				8	8		16	\$3,280
	Prepare for TC and CC (presentation and coordination)				4	4		8	\$1,640
	Participate in TC and CC meetings				8	8		16	\$3,280
	Coordination			2	2	4		8	\$1,640
	Reimbursable Expense								\$0
	Task #5-2 - Subtotal		0	2	32	36	2	72	\$14,540
6-1	Design Modification Analysis								
	Review and provide comments		6	2	8	16		32	\$6,800
	Conference call with City		2	2	4	4		12	\$2,720
	Reimbursable Expense								\$0
	Task #6-1 - Subtotal		8	4	12	20	0	44	\$9,520
7-1	Grant Writing								
	Tasks to be scoped				20			20	\$5,000
	Reimbursable Expense								\$0
	Task #7-1 - Subtotal		0	0	20	0	0	20	\$5,000
TOTAL HOURS			10	8	72	74	17	TOTAL HOURS	
LABOR RATE			\$290.00	\$250.00	\$250.00	\$160.00	\$140.00		TOTAL LABOR
LABOR COST								181	\$37,120

ATTACHMENT A: APPROVED SCOPE OF WORK



155 GRAND AVENUE, SUITE 505
OAKLAND, CA 94612
P 510.839.1742 F 510.839.0871

October 19, 2020

Project #: 24846.01

Ms. Gail Payne
Senior Transportation Coordinator
City of Alameda, CA

RE: Roundabout Review and Analysis

Dear Ms. Payne,

We are excited to bring our roundabout expertise to the City of Alameda to help the City advance its efforts to improve roadway safety for all road users.

Kittelison & Associates, Inc. (Kittelison) has authored the first and second editions of the national roundabout planning, operations and design guide, *Roundabouts: An Informational Guide*. We are also leading the update that guide to produce the third edition. We led and completed the most recent research on roundabout operations and safety performance in the U.S. (NCHRP Project 03-65, NCHRP Project 17-70). We also led and completed the most recent research on serving visually impaired pedestrians at roundabouts (NCHRP Project 03-78a and NCHRP Project 03-78b).

In addition to our strong history of research and guidance documents related to roundabouts, we also routinely apply that knowledge to projects helping local and state agencies assess the feasibility of roundabouts, designing roundabouts (from planning through final design), and establishing policies to objectively evaluate roundabouts vs. other intersection forms.

The staff leading this work for you are the same staff that have been involved in the research and previous efforts to evaluate, design and help implement roundabouts where they will provide benefits. I will be the project manager for this task order and also led NCHRP Project 17-70 which evaluated roundabout safety performance in the U.S. Brian Ray will be a technical advisor for this work. He has designed numerous roundabouts across the United States and is currently leading the update to the *Roundabout: An Informational Guide*.

The following presents a proposed scope of work and fee. We look forward to hearing from you.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Erin M. Ferguson'.

Erin M. Ferguson, PE, RSP
Principal Engineer

SCOPE OF WORK

TASK 1: PEER REVIEW

Purpose: Review and provide comments on the roundabout concept designs included in the Central Avenue Complete Streets project.

Task 1.1 Obtain Available Information

Kittelson will request and obtain the available information from the City regarding the draft roundabout concepts designs and proposed complete streets design for Central Avenue. Ideally this information will include the horizontal geometry proposed for the roundabouts and the cross-sections proposed for Central Avenue. We assume these files can be provided to-scale and in a CAD or similar file format. We will also request any supporting analysis or design checks already completed for the roundabouts such as traffic operations analysis, truck turning templates, and speed checks.

Task 1.2 Conduct Review and Provide Comments

Kittelson will review the information obtained in Task 1.1 and provide comments on the roundabout concept designs as it relates to the lane configurations, horizontal alignment, size of the roundabout, roundabout design features (e.g., length and width of splitter islands), ability to accommodate trucks, and ability to manage vehicle speeds. We will document in our comments in a brief memorandum with supporting mark-ups of the roundabout designs as needed to support the comments. We will conduct a conference call with the City to discuss the comments.

Deliverables:

- Brief memorandum documenting comments on the roundabouts
- Conference call with the City to discuss comments

TASK 2: CITYWIDE SCREENING OF POTENTIAL ROUNDABOUT LOCATIONS

Purpose: Identify locations where roundabouts would help reduce the likelihood of crashes and are likely to be feasible to construct

Task 2.1 Identify Screening Criteria and Obtain Data

Kittelson will propose screening criteria for use to identify potential locations for roundabouts across the City. The screening criteria are likely to include the high-injury-network (HIN), bus routes (as a surrogate for social equity), City's Social Vulnerability Index, school routes, designated bikeways (existing and planned), and geographic equity. Kittelson will provide a memo to the City documenting the screening criteria and its proposed application for identify potential locations for roundabouts. We will conduct a conference call with the City to discuss the proposed criteria and approach.

Kittelson will work with the City to obtain the data and information needed to conduct the screening. We assume that the criteria will use data and information already available and will not require new data collection.

Task 2.2 Conduct Screening

Using the information obtained in Task 2.1 and agreed upon approach with the City, Kittelson will screen the street network to identify potential locations for roundabouts to identify the top ten most likely locations. We will then review those locations using Google Earth aerial imagery to do a high-level assessment of feasibility to construct a roundabout based on surrounding land use and potential footprint of a roundabout at that location. We will document our findings in a memorandum for the City including supporting maps of the locations identified. We will conduct a conference call with the City to discuss the findings.

The following locations have already been identified by City staff as potential locations for roundabouts:

- City staff plan to study a roundabout as part of the Clement Avenue Extension project at Tilden Way/Blanding Avenue/Fernside Blvd.
- City staff are proposing roundabouts as part of the Central Avenue Safety Improvement Project at 1) Main Street/Pacific Avenue; 2) Third Street/Taylor Avenue; 3) Sherman Street/Encinal Avenue; 4) Fourth Street (potential).
- The City Council voted on a roundabout as the long-term solution at Otis Drive/Grand Street.
- City staff are proposing a roundabout at Mecartney Road/Island Drive.

Deliverables:

- Screening Criteria and Approach Memorandum
- Conference Call with City to Discuss Screening Criteria and Approach
- Findings Memorandum
- Conference Call with the City to Discuss Findings
- Up to Two Presentations to the Transportation Commission and City Council to Discuss Findings, Roundabout Benefits (Including Pedestrian and Bicycle Considerations), and Cost

TASK 3: POLICIES RELATED TO ROUNDABOUTS AND TRAFFIC CIRCLES

Purpose: Identify potential policies the City could incorporate into its General Plan that speak to roundabouts as intersection form and useful countermeasure for improving roadway safety.

Task 3.1 Review Existing Policies

Kittelson will review the existing General Plan policies as they relate to understand to what extent roadway safety and engineering facilities or traffic control devices are discussed. This will inform where and how additional policies related to roundabouts and traffic circles may fit within the existing ones. Kittelson will also share with the City example roundabout policies from other places across the U.S., such as Bend, OR where roundabouts are a more commonly used intersection form.

Task 3.2 Suggested New Policies

Based on the review in Task 3.1 and best practices in the U.S., Kittelson will prepare and provide to the City suggested policies that could be integrated into the City's General Plan. We will conduct a conference call with the City to discuss the suggested policies.

Deliverables:

- Memorandum with Suggested New Policies

TASK 4: NEIGHBORHOOD TRAFFIC CIRCLES

Purpose: Define neighborhood traffic circles as a intersection control form distinct from roundabouts. Analyze the temporary traffic circles and provide input on best practices for their use.

Task 4.1 Define Neighborhood Traffic Circles

Kittelson will define what a neighborhood traffic circle is relative to a roundabout. We will identify and synthesize resources for best practices related to considering, designing, and implementing neighborhood traffic circles. We will provide this information to the City for their future use in the form a memorandum.

Task 4.2 Assess Slow Streets Neighborhood Traffic Circles

We will evaluate the City's designated slow streets to identify intersections where temporary traffic circles may be appropriate to implement. We will use the best practices summarized as part of Task 4.1 as part of this task. The purpose will be to demonstrate the use of that material and also arrive at an initial assessment of where neighborhood traffic circles could be beneficial. Given aerial imagery of neighborhood streets is often difficult to discern due to trees and shadows across the smaller intersections, we assume a day of field work for this subtask. We will document our findings in a memorandum and conduct a conference call with the City regarding the findings.

Deliverables:

- Definition and Best Practices Memorandum
- Findings Memorandum
- Conference Call with the City to Discuss Findings

BUDGET

The total budget for the tasks described above is \$37,850. The breakdown by task, staff, and hours is shown below.

Notes	Ray, Brian	Ferguson, Erin	Lewis, Laurence	Alston, Mike	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
	BLR	EMF	LVL	MGA		
Task 1 Peer Review						
1.1 Obtain Available Information	1	2		4	7	\$1,430
1.2 Conduct Review and Provide Memorandum	2	6	2	12	22	\$4,500
Reimbursable Expense						\$0
Task #001 - Subtotal	3	8	2	16	29	\$5,930
Task 2						
2.1 Identify Screening Criteria and Obtain Data		8		12	20	\$3,920
2.2 Conduct Screening and Provide Memorandum	6	24	6	40	76	\$15,640
Reimbursable Expense						
Task #002 - Subtotal	6	32	6	52	96	\$19,560
Task 3						
3.1 Review Existing Policies	1	2		4	7	\$1,430
3.2 Suggested Policies Memorandum	1	2	2	6	11	\$2,250
Reimbursable Expense						\$0
Task #003 - Subtotal	2	4	2	10	18	\$3,680
Task 4						
4.1 Define Neighborhood Traffic Circles	2	2		6	10	\$2,040
4.2 Assess Slow Streets for Neighborhood Traffic Circles	2	12	2	16	32	\$6,640
Reimbursable Expense						\$0
Task # - Subtotal	4	14	2	22	42	\$8,680
TOTAL HOURS	15	58	12	100	TOTAL HOURS	TOTAL LABOR
LABOR RATE	\$290.00	\$250.00	\$250.00	\$160.00		
LABOR COST	\$4,350	\$14,500	\$3,000	\$16,000		
					185	\$37,850

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES

\$0

TOTAL KAI FEES

\$37,850

TOTAL SUB FEES

\$0

TOTAL PROJECT BUDGET

\$37,850

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 21st day of Dec., 2021 (the "**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "**City**") and KITTELSON & ASSOCIATES, INC., an Oregon corporation, whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (hereinafter "**Provider**"), is made with reference to the following:

RECITALS:

- A. On November 10, 2020, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$37,850.
- B. On June 29, 2021, a First Amendment to Agreement was entered into by and between City and Provider (hereinafter "First Amendment") to increase the compensation by \$37,120, for total compensation under the Agreement not to exceed \$74,970.
- C. City and Provider desire to further modify the Agreement to extend the contract amount on the terms and conditions set forth herein.

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

- 1. Section 2 ("Services to be Performed") of the Agreement is modified to read as follows:

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

- 2. Section 3 ("Compensation To Provider"), subsection b., of the Agreement is modified to read as follows:

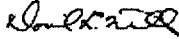
"b. The total compensation for the work under this Second Amendment is not to exceed \$270,906. Total compensation for this Agreement is not to exceed \$345,876."

- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on Next Page

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

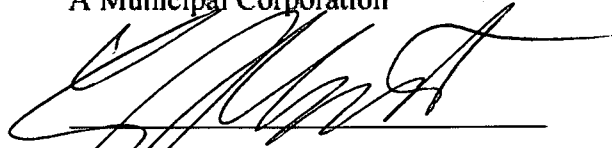
KITTELSON & ASSOCIATES, INC.
An Oregon Corporation



Digitally signed by David L. Mills
DN: cn=David L. Mills, o=Kittelson
and Associates, Inc., ou,
email=dmills@kittelson.com, c=US
Date: 2021.10.18 13:31:18 -07'00'

David L. Mills
Operations Leader

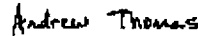
CITY OF ALAMEDA
A Municipal Corporation



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

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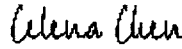


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Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



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Celena Chen
Chief Planning Counsel



155 Grand Avenue, Suite 505
Oakland, CA 94612
P 510.839.1742 F 510.839.0871

October 18, 2021

Project #: 24846.001

Ms. Gail Payne
Senior Transportation Coordinator
City of Alameda, CA

RE: Roundabout Project Development

Dear Gail:

Attached is a proposal for a contract amendment to add new work tasks. In Part 1 (Citywide Screening and Project Development), Kittelson will provide roundabout screening and project development based on our conversations with you about continuing to identify potential roundabout applications in the City and advancing promising locations into further project development stages. In Part 2 (Clement/Tilden Way Extension), Kittelson will conduct project scoping activities for the Clement Avenue Extension/Tilden Way Project ("Clement/Tilden project").

The Clement/Tilden project represents an opportunity to connect the Cross Alameda Trail to the Miller-Sweeney Bridge, improving nonmotorized transportation connections between Alameda and Oakland. The project also presents an opportunity to improve transit operations in support of existing AC Transit routes accessing Blanding Avenue and to improve existing truck routes by providing a direct connection between Clement Avenue and Tilden Way. These transportation improvements will help support the Northern Waterfront PDA and complete a key connection in the City's multimodal transportation network.

We are excited to continue to bring our roundabout expertise to the City of Alameda to help the City advance its efforts to improve multimodal connectivity and roadway safety for all road users. Kittelson & Associates, Inc. (Kittelson) provides experience and value at every step of the project development process. We have led and completed project planning, scoping, conceptual design, and final design projects at various scales. Our experience at each level of project development allows us to help clients identify and address critical issues in early stages of project development. In addition to our strong local history of project experience, we also develop national research and guidance documents that document and advance best practices in performance-based design.

Mike Alston will serve as the Project Manager and Erin Ferguson will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

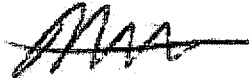
Please review this proposal at your earliest convenience. Thank you for the opportunity to propose on this project. If you have any questions, please call us at 510.433.8076.

FILENAME:


G: BASF

REUSE\TRANSPORTATION\ROUNDBABOUTS\CONTRACTS_KITTELSON_ROUNDABOUTS\CITYCOUNCIL_NOV16_2021\24846_AMENDMENT2_SCREENING
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Sincerely,
Kittelson & Associates, Inc.



Mike Alston, RSP
Senior Engineering Associate



Erin Ferguson, PE
Principal Engineer

PART A - SCOPE OF WORK

TASK 1: PROJECT INITIATION, COORDINATION, AND MANAGEMENT

Task Purpose: Provide active management of project tasks, including frequent communication, budget tracking, and proactive strategy for successful project completion.

Task 1.1: Kickoff Meeting

The Kittelson team will participate in one project initiation/kick-off meeting with City staff. The budget assumes one two-hour meeting with up to three consultant team members. The purpose of the meeting will be to confirm the scope of work and schedule for the project. Prior to the meeting, Kittelson will identify discussion topics and will provide a draft agenda to the City. Kittelson will provide meeting notes including summary of action items and decisions made at the meeting.

Task 1.1 Deliverables:

- Project initiation/kick-off meeting
- Agenda and meeting summary
- Project schedule

Task 1.2: Project Management and Administration

Throughout the study duration, Kittelson will utilize our in-house resources to actively manage the project, including our internal project budget and schedule management systems and will regularly keep the team informed on scope, budget, and schedule status. Kittelson will electronically submit monthly invoices and progress reports containing a summary of activities completed during the past month and those expected for the following month.

Task 1.2 Deliverables:

- Monthly invoices and progress reports

Task 1.3: Biweekly Check-in Meetings

Kittelson will conduct 30-minute biweekly conference calls with the City to provide an update regarding ongoing work, to identify any potential issues that require resolution, and to discuss upcoming milestones. The Kittelson team will develop the agenda for each meeting and will distribute notes outlining decisions, actions, and responsible parties after each meeting.

Task 1.3 Deliverables:

- Meeting agendas and summaries (Word/PDF format, or shared OneNote notebook)

SCREENING AND DEVELOPMENT

TASK 2: CITYWIDE SCREENING

Purpose: Building off the already completed Phase 1 citywide screening, identify locations along the remaining city arterial and collector roadways where roundabouts could be feasible to construct.

Task 2.1 Conduct Screening

Kittelson will conduct a network screening of the City's arterial and collector roadway network to identify locations where roundabouts would be feasible. Figure 1 shows the arterials and collectors in the City according to the City's Transportation Element of the General Plan. Kittelson will work with the City to identify any roadways that can be removed from a network screening if, for example, projects are already under consideration along certain corridors or if recent improvements have been made such as new traffic signals. Locations that already have been identified to date to exclude are as follows:

- Intersections already analyzed as part of phase 1 of the citywide roundabouts screening including Grand Street/Otis Drive, Tilden Way/Blanding Avenue/Fernside Boulevard, Fernside Boulevard/Encinal Avenue, Main Street/Appezzato Parkway, Atlantic Avenue/Constitution Way, Main Street/Willie Stargell Avenue and others;
- Alameda Point and Alameda Landing future roadways due to future developer lead and new General Plan policies directing developers to consider roundabouts;
- Central Avenue at Main Street/Pacific Avenue, Third Street/Taylor Avenue, Fourth Street/Ballena Boulevard and Sherman Street/Encinal Avenue (part of Central Avenue Safety Improvement Project);
- Clement Avenue (part of Clement Avenue Safety Improvement Project, Clement Avenue/Tilden Way project and Del Monte development project);
- Harbor Bay Parkway due to the new traffic signal investments;
- Lincoln Avenue/Marshall Way/Pacific Avenue corridor between Broadway and Main Street/Central Avenue/Pacific Avenue (evaluation is in process as part of the safety improvement project for this corridor);
- Mecartney Road/Island Drive (evaluation is in process as part of intersection improvement project);
- Park Street due to the Smart City traffic signal investments;
- Tilden Way between Blanding Avenue and Broadway (part of Clement Avenue/Tilden Way project); and
- Webster Street due to the Smart City traffic signal investments.

Kittelson will verify with the City the availability of any turning movement counts or traffic volume data which would help to inform Kittelson's assumptions regarding whether a roundabout would be a single-lane or multilane thereby changing the roundabout footprint. In the absence of data, Kittelson will use the approaching roadway cross-sections to determine whether a single- or multilane roundabout would adequately serve each intersection.

Figure 1: City of Alameda Major Arterial and Collector Roadway Network

Kittelson will develop a set of assumed inscribed circle diameters (ICDs) to test single- and multilane roundabout footprints at the intersections along these roadways. Using the scaled curb line and parcel data provided by the City, Kittelson will identify intersections where a roundabout may be feasible given the footprint and the extent of any potential right-of-way impacts. In locations where a multilane roundabout may be advisable, Kittelson will test a single- and multilane footprint.

Kittelson will document our findings in a memorandum (see Task 2.3) for the City including supporting maps of the locations identified as potentially feasible.

Task 2.2 Location-Specific Feasibility Assessment

For up to 10 locations where a roundabout footprint appears to be feasible to construct with minimal or no right-of-way conflicts, Kittelson will conduct a more detailed feasibility assessment. The assessment will include considering adjacent land uses, existing and planned bikeways, and any constructability issues. Discussion of site-specific feasibility will be incorporated into the findings memorandum. These top 10 locations will be prioritized using the City's high-injury corridors and intersections, bus routes, and bikeways.

Task 2.3 Findings Memorandum

Kittelson will prepare a draft memorandum documenting the screening and feasibility assessments and identifying locations on the major arterial and collector network where roundabouts would be a promising countermeasure. Upon City review of the memorandum and the initial citywide roundabout screening, Kittelson and the City will identify the two locations for further project development as part of task 3.

Task 2 Deliverables:

- Conference call with the City to discuss screening findings and findings memorandum
- Findings memorandum – draft and final
- Two selected locations for project development in Task 3

TASK 3: PROJECT DEVELOPMENT

*Purpose of task: Develop **roundabout concepts for two locations** to prepare projects for subsequent design and environmental clearance phases.*

Task 3.1 Task Kickoff Meeting

Kittelson will hold a kickoff meeting with City staff to discuss design objectives and constraints. Prior to the meeting, Kittelson will conduct a site visit to each of the two locations to field review the locations and understand project-specific context and planning and design needs.

Task 3.1 Deliverables

- Task kick-off meeting
- Agenda and meeting summary

Task 3.2 Concept Design Development

To develop roundabout concepts for each of the **two locations**, Kittelson will:

- Conduct a.m. and p.m. traffic operations analysis using the *Highway Capacity Manual* 6th edition methodology. The analysis will help to identify the appropriate roundabout lane configurations.
- Summarize volume-to-capacity ratios, queue lengths, delay, and level-of-service for the intersections with existing configurations and with the proposed roundabout concepts.
- Analyze future year traffic volumes at the study intersections to consider future capacity needs. Kittelson will extract relevant future year traffic volume estimates from the Alameda County travel demand model and will confirm appropriate volume estimates with the City in advance of the analysis.
- Prepare one scaled roundabout concept sketch depicted over aerial photography. The sketch will depict edges of the traveled way, key channelization, and central island configuration. The following geometric design elements will be assessed and incorporated into the concept design sketches developed:

- Roundabout location and size
 - Lane numbers and assignments
 - Horizontal alignment of approach treatments
 - Geometric principles of channelization
 - Conceptual striping
 - Pedestrian, bicycle, and bus design features
 - Performance checks for fastest path and design vehicle movements
- Prepare a summary of findings (in bullet points) and figures of each configuration.
 - Conduct one conference call with the City to discuss the concept designs and resultant project findings.

Task 3.2 Deliverables:

- Two scaled roundabout sketches, one at each location
- Performance checks indicating the fastest path and design vehicle checks
- Conference call to discuss concepts and findings

Task 3.2 Assumptions:

- Kittelson will work from available aerial imagery of sufficient resolution for 1 inch = 50 feet at the selected locations (ESRI or Google aerial, or other commercially available base map).
- The City will provide existing a.m. and p.m. turning movement data including pedestrian, bike, and truck classification and counts. The City will identify the desired design vehicles for each movement at each location.
- The City will provide crash data at the intersection and along approaching roadways for the most recently available five-year period.

Task 3.3 Design Refinement

Based on comments and revisions identified in Task 3.2, Kittelson will revise the conceptual design sketch for each of the two locations and provide a scaled sketch electronically following consultation with the City. These sketches will form the basis for developing subsequent horizontal plans in a future project phase that is not included in this scope. Kittelson will compile concept design findings and revised designs into a summary findings memorandum. Kittelson will revise the summary findings memorandum based on one consolidated set of City comments.

Task 3.3 Deliverables

- Revised concept designs, one at each location
- Findings memorandum documenting the roundabout concept sketches, constraints, and performance checks—draft and final

3.4: Commission and Council Hearings

Kittelson will support the City at one Transportation Commission meeting and one City Council meeting. Kittelson will prepare a presentation for the Transportation Commission meeting explaining the project process and outcomes and will present or assist the presentation. City staff can use or revise that presentation for the project's City Council hearing. Kittelson will attend the City Council meeting and be available for questions.

Task 3.4 Deliverables

- Attendance and support in developing materials for one Transportation Commission meeting and one City Council hearing.

Task 3.4 Assumptions:

- Kittelson will include up to two (2) staff members at each hearing. Each hearing is assumed to last up to four (4) hours.

Task 3.5 Grant Writing Support

Kittelson will work with the City to identify appropriate grant funding opportunities to pursue for roundabout projects. Kittelson will prepare supportive materials for the City to apply for up to two grant applications. These materials will include project descriptions, vicinity/location maps, project schematic layouts, collision summaries and diagrams, and planning-level cost estimates for each application (up to two total).

Task 3.5 Deliverables:

- Grant writing assistance task deliverables

TASK 4: PEER REVIEW

Purpose: Review and provide comments on the roundabout concept designs included in the Central Avenue Complete Streets project and for the Lincoln Avenue / Marshall Way / Pacific Avenue project.

Kittelson will obtain the available information from the City regarding the roundabout concepts and complete streets design for Central Avenue and for Lincoln Avenue / Marshall Way / Pacific Avenue, including the horizontal geometry proposed for roundabouts and the cross-sections proposed for the roadways. We will also request any supporting analysis or design checks already completed for roundabouts such as traffic operations analysis, truck turning templates, and speed checks.

Kittelson will review the information and provide comments on the roundabout concept designs as it relates to the lane configurations, horizontal alignment, size of the roundabout, roundabout design features (e.g., length and width of splitter islands), ability to accommodate trucks, and ability to manage vehicle speeds. We will document in our comments in a brief memorandum with supporting mark-ups of the roundabout designs as needed to support the comments. We will conduct a conference call with the City to discuss the comments.

Task 4 Assumptions:

- Concepts and files for peer review will be provided to-scale and in a CAD or similar file format.

- This task assumes up to three total rounds of review at either Central Avenue or Lincoln Avenue / Marshall Way / Pacific Avenue. For the latter project, one review would be comprised of up to four key intersection and a roadway cross-section design.

Task 4 Deliverables:

- Design markups indicating potential for design modifications
- Call with City to discuss findings and recommendations

PART B: CLEMENT/TILDEN WAY EXTENSION

TASK 5: DOCUMENT EXISTING CONDITIONS AND PROJECT UNDERSTANDING

Task Purpose: Confirm existing project area transportation conditions and site issues; verify key project outcomes and constraints.

Task 5.1 Existing Conditions Analysis

Kittelson will confirm and document existing conditions by acquiring and incorporating data provided by the City and collected in this task.

Kittelson will prepare an existing conditions intersection operations model of traffic operations on the project corridor (using PTV Vistro software or similar). Kittelson will conduct a site visit to verify site issues, constraints, and preliminary operational analysis findings. Kittelson will also collect traffic volume data (see below) to build the traffic operations model. Based on City review and comment, Kittelson will prepare a revised final version of the traffic operations model.

Task 5.1 Data Collection

Kittelson will collect AM and PM weekday peak hour (7-9 APM, 5-7 PM) multimodal turning movement counts at the following intersections on one typical (Tuesday or Thursday) weekday:

- Fruitvale Avenue / Blanding Avenue / Tilden Way / Fernside Boulevard
- Tilden Way / Broadway / Eagle Avenue

Task 5.1 Deliverables:

- Draft and Revised Existing Conditions traffic operations models

Task 5.1 Assumptions

The City will provide:

- Intersection signal timing for the following intersections:
 - Fruitvale Avenue / Blanding Avenue / Tilden Way / Fernside Boulevard
 - Tilden Way / Broadway / Eagle Avenue
- Any available operational information related to the Miller-Sweeney drawbridge operations (e.g., frequency and duration of gate arm activation, signal timing and programming in relation to gate arm)
- High resolution aerial imagery of the project study limits, if available
- The ten most recent years of available crash data in the project area

Task 5.2 Existing Conditions and Intended Project Outcomes Memorandum

Kittelson will prepare a memorandum documenting existing conditions analyzed in Task 5.1 based on the traffic operations model and site visit. The memorandum will describe bike, transit, and truck routes and operations and crash history (noting any trends). The memorandum will succinctly describe current conditions/issues and will include an updated project description and “project intended outcomes” statement. The project intended outcomes will define the priorities for concept development and an eventual preferred alternative.

The memorandum will also describe the approach to be taken to develop an appropriate future analysis year scenario (i.e., develop forecast traffic volumes) and will forecast those turning movement volumes at project intersections for subsequent project analysis based on the Alameda County travel demand model outputs.

Based on City review and comment and the community input received as shown in Task 8, Kittelson will prepare a revised final version of the memorandum.

Task 5.2 Deliverables:

- Draft and Revised Existing Conditions and Intended Project Outcomes Memorandum
- Forecast turning movement counts for future year analysis scenario

Task 5.2 Assumptions:

- The City will provide future year analysis scenario assumptions, including nearby development sites, road closures, and lane configurations to match at project scope limits.

TASK 6: CONCEPTUAL ENGINEERING AND ANALYSIS

Task Purpose: Refine, develop, and evaluate design alternatives to select a preferred alternative

Kittelson will prepare up to three (3) conceptual design alternatives for the project. These alternatives include the arrangement of proposed bicycle facilities and bus-only lanes along Tilden Way and variations of intersection configuration and control at three intersections:

- Tilden Way / Fruitvale Avenue & Blanding Avenue / Fernside Boulevard
- Tilden Way / Clement Avenue extension
- Tilden Way / Broadway / Eagle Avenue

Task 6.1: Meeting to Define Alternatives

Kittelson and City staff will host one meeting to confirm specific assumptions for each alternative prior to initiating analyses and development of task deliverables. City staff will identify the relevant parties to attend the meeting (i.e., City department staff). This workshop will be held virtually or in person and will determine the components that will define the alternatives to be studied. At this meeting, Kittelson and City staff will determine the performance measures for evaluation, which may include for example: qualitative safety comparison, capacity, and operational considerations (e.g., queue storage ability and implications), construction costs, transit operations, and nonmotorized quality of service. Kittelson and City staff will determine the appropriate forecast scenario for project development, including roadway

configurations surrounding the project limits. Based on the forecast scenario, Kittelson will develop scenario analysis volumes using the Alameda County travel demand model.

Task 6.1 Deliverables:

- One two-hour meeting, including agenda, preparatory materials in advance, and meeting notes documenting next steps

Task 6.1 Assumptions:

- Kittelson assumes the workshop will be up to two hours long. At the conclusion of the workshop, Kittelson will send out notes and documentation of the alternatives to be developed.
- Kittelson will develop concept alternatives with one set of future condition assumptions (i.e., roadway configuration beyond project limits).

Task 6.2: Draft Design Alternatives and Analysis

Kittelson will prepare draft designs for each of the three alternative concepts as well as a future no-build scenario. The designs will be completed to a "sketch-level," with sufficient resolution to exhibit at 1" = 50'. The draft designs would include edges of traveled way, pedestrian and bicycle facilities, crossing treatments, channelization, driveways, and other notations to share key concept elements. The dimensions of travel lanes and bicycle and pedestrian facilities would be included. The sketch-level approach would include either hand sketch overlaid on the available base map or commensurate level of detail in CAD linework.

Based on the first round of community engagement as stated in Task 8, the City will provide input on the draft design alternatives and will select two staff-preferred alternatives for further refinement in Task 7.

Task 6.2 Deliverables

- Draft concepts for up to three alternatives

TASK 7: CONCEPT REFINEMENT AND EVALUATION

Task Purpose: Evaluate concepts to select a preferred alternative.

Task 7.1: Revised Alternatives

Based on input and comments from Task 6, Kittelson will refine the design alternatives and analysis for two City-preferred alternatives.

Task 7.1 Deliverables:

- Revised design alternatives for up to two (2) City-preferred alternatives

Task 7.2: Alternatives Evaluation and Conceptual-level Cost Estimates

Kittelson will evaluate the alternatives refined in Task 7.1 and a future no-build alternative in relation to the intended project outcomes and performance measures established in the Task 6.1 meeting.

Kittelson will develop a draft evaluation comparison table and conceptual-level cost estimates associated with the two staff-preferred alternatives refined in Task 7.1 and will prepare a revised, final comparison table and cost estimates based on City staff comments. Up to one meeting is assumed to review comments and edits prior to the revision of task deliverables. Kittelson will compile the alternatives evaluation, cost estimates, and associated work to date to prepare a draft preferred alternative memorandum. Kittelson will revise the preferred alternatives memorandum based on one set of consolidated City comments.

Task 7.2 Deliverables:

- Draft alternatives evaluation comparison and conceptual cost estimates
- City and Kittelson meeting to discuss draft comparison and cost estimates
- Final alternatives evaluation comparison and conceptual cost estimates after community input as stated in Task 8
- Draft and final preferred alternative memorandum

Task 7.2 Assumptions:

- Collecting survey information is not included.
- Constructability review is not included.

TASK 8: PUBLIC ENGAGEMENT

Task purpose: Engage members of the public to hear and incorporate their input throughout the concept development process.

Task 8.1: Public Meetings and Online Engagement Tools

Kittelson will prepare materials for and lead the content presentation at two public meetings.

- One public meeting will be identified to occur following the Task 6.1 meeting and will present existing conditions and the concept definitions and approaches to be developed.
- The second public meeting will be held once a draft preferred alternative is selected and will facilitate engagement and community input on the preferred alternative.

In addition to the public meetings, Kittelson will develop a presentation of the same content from each meeting on the City's project website. The engagement materials for the project website will parallel the information presented at the two public meetings in content and detail; Kittelson will provide a method of collecting input on an ongoing basis using the City's online survey capabilities.

Task 8.1 Deliverables:

- Preparation, attendance, and presentation at up to two public meetings
- Development of supportive online engagement materials to present the information from the public meetings in a digestible online format.

Task 8.1 Assumptions:

- The City will advertise, schedule, and host the public meetings.

- Kittelson assumes the public meetings will be held virtually. Kittelson will bring up to two staff members to each meeting.

Task 8.2: Commission and Council Hearings

Kittelson will support the City at one Transportation Commission meeting and one City Council meeting. Kittelson will prepare a presentation for the Transportation Commission meeting explaining the project process and outcomes and will present or assist the presentation. City staff can use or revise that presentation for the project's City Council hearing. Kittelson will attend the City Council meeting and be available for questions.

Task 8.2 Deliverables:

- Attendance and support in developing materials for one Transportation Commission meeting and one City Council hearing.

Task 8.2 Assumptions:

- Kittelson will include up to two (2) staff members at each hearing. Each hearing is assumed to last up to four (4) hours.

TASK 9: 3D VISUALIZATIONS

Kittelson will develop a three-dimensional (3D) model of existing conditions and the preferred alternative to demonstrate the design concept. Engineering CAD files will be used to generate the 3D model to provide accurate representation of the corridor. The model will contain realistic textures, neighboring buildings and features, street collateral (lights, signs, etc.), above-ground utilities, accurate lighting and environmental conditions, and multimodal activity. From the 3D model we will be able to provide the following visual deliverables:

Task 9 Deliverables

- Still images – Kittelson will produce a variety of high-quality, rendered images from the 3D model at key locations to highlight different perspectives and concepts.
- Animation – Kittelson will provide a fly-thru video moving through the corridor to demonstrate the existing conditions and the preferred alternative concept.

The above-listed deliverables are effective tools in stakeholder meetings, charrette meetings, and public meetings. 3D visuals provide a sense of realism to projects and help provide project transparency by giving the stakeholders and interested parties useful tools to better understand complex engineering projects.

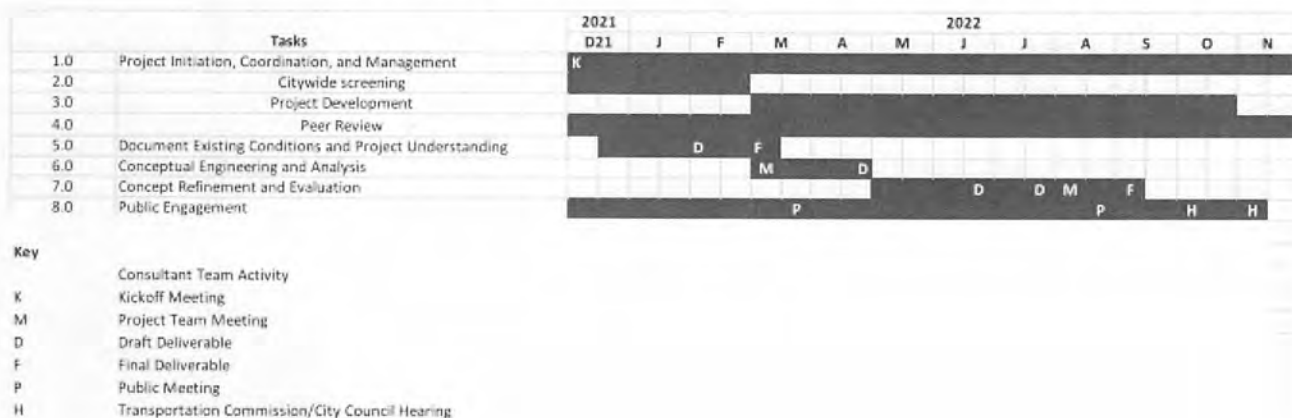
BUDGET

A budget has been developed for Tasks 1-9 and is shown below and includes a 10 percent contingency.

Task Number	Project Task	Person Hours	Budget
1	Project Initiation, Coordination, and Management	106	\$21,340
2	Citywide Screening	103	\$18,330
3	Project Development	352	\$64,890
4	Peer Review	36	\$8,265
5	Document Existing Conditions and Project Understanding	90	\$16,670
6	Conceptual Engineering and Analysis	212	\$37,030
7	Concept Refinement and Evaluation	212	\$36,680
8	Public Engagement	158	\$29,040
9	Visualizations	84	\$14,560
	10% Contingency	-	\$24,101
	Total	1,353	\$270,906

SCHEDULE

A preliminary schedule has been developed for Tasks 1-9 and is shown below with Task 9 incorporated into the Task 7 timeline. The Clement Avenue/Tilden Way project could be completed by November 2022.



ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Please See Below: PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com FAX (A/C, No): 610-362-8530															
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : Certain Underwriters at Lloyds</td> <td>NONAIC</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Hanover Insurance Company	22292	INSURER C : Allmerica Financial Benefit Ins. Co.	41840	INSURER D : XL Specialty Insurance Company	37885	INSURER E : Certain Underwriters at Lloyds	NONAIC	INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR 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"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	ZD2D78128002	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Stop Gap/EL \$1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	AW2D78128703	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X X	UH2D78128102 (Follow Form)	01/01/2021	01/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	X WM2D78128902	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Incl. Pollution	X	DPR9970040	01/01/2021	01/01/2022	\$5,000,000 per claim \$5,000,000 annl aggr.
E	Cyber Liability		ESJ0024874406	01/01/2021	01/01/2022	\$5,000,000 occ/aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.

RE: KAI PN 24846 - City of Alameda On-Call Services 2020. The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
 2263 Santa Clara Avenue, Room 190
 Alameda, CA 94501-0000

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

DESCRIPTIONS (Continued from Page 1)

of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies provides a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

POLICY: AW2D78128703

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. Exclusions Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. **COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of
**SECTION III - PHYSICAL DAMAGE
COVERAGE, A. COVERAGE** is replaced
with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III -
PHYSICAL DAMAGE COVERAGE, A.
COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III -
PHYSICAL DAMAGE COVERAGE, A.
COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to **PHYSICAL DAMAGE COVERAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE** 1. or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

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

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

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

POLICY: AW2D78128703

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:****Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

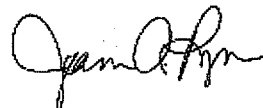
D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: AW2D78128703

01/01/2021

Kittelson & Associates, Inc.

A handwritten signature in black ink, appearing to read "James A. Lynn". The signature is fluid and cursive, with the first name "James" being more legible than the last name "Lynn".

POLICY: AW2D78128703 | ZD2D78128002 | UH2D78128102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION to designated ENTITY(S)
(Including Nonpayment of Premium)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Any Person or Organization to Whom you have agreed in a written contract (See form 221-0163)	The Address for that person or organization included in such written request from you to us.	30

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY: AW2D78128703 | ZD2D78128002 | UH2D78128102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is agreed that the following complete wording for from 401-1236:

Any person or Organization to Whom you have agreed in a written contract that notice of cancellation or non-renewal of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the Name and Address of such person or organization, after the First Named Insured receives notice from us of Cancellation or Non-Renewal of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this schedule.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)


Effective 01/01/2021

Issued to Kittelson & Associates Inc.

By Massachusetts Bay Insurance Company

Countersigned by

Authorized Representative of the Company



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLD PROPERTY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

CAUSES OF LOSS – SPECIAL FORM

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED

The following is added to **C. Limits Of Insurance** of Building and Personal Property Coverage Form CP 00 10:

The limits applicable to the Coverages included in this endorsement may either be in addition to or included within the applicable Limits of Insurance. For application of the limits, refer to each coverage within this endorsement.

Refer to **SECTION V – DEFINITIONS** of this endorsement for additional words or phrases which appear in quotation marks as they have special meanings.

I. COVERAGES

A. Scheduled Coverages

The coverages in this endorsement amend the coverage provided under the Building and Personal Property Coverage Form, Causes of Loss – Special Form, Business Income (and Extra Expense) Coverage Form and Business Income (and Extra Expense) Coverage - Actual Loss Sustained through new coverages and substitute coverage grants. These coverages are subject to the provisions applicable to this policy, except where amended within this endorsement. If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an "occurrence" basis. Refer to each coverage within this endorsement for application of coverage.

	Limits of Insurance	Amended Limits of Insurance	Page
1. Additional Covered Property	Included	N/A	3
2. Brands & Labels	Included	N/A	4
3. Broadened Building Coverage	Included	N/A	4
4. Broadened Business Personal Property	Included	N/A	4
5. Building Limit - Inflation Guard	Included	N/A	5
6. Business Income & Extra Expense from Dependent Properties	\$150,000	\$	5
7. Catastrophe Allowance	\$50,000	N/A	5
8. Computer and Funds Transfer Fraud	\$15,000	\$	6
9. Consequential Loss to Stock	Included	N/A	6
10. Contract Penalties	\$50,000	\$	6
11. Debris Removal	\$250,000	\$	6
12. Denial of Access to Premises	Included	N/A	7
13. E-Commerce	\$10,000	\$	7
14. Electronic Data Processing Equipment	Included	N/A	8
15. Employee Theft including ERISA Compliance	\$100,000	\$	8
16. Employee Tools and Work Clothing	\$25,000	\$	10
17. Expediting Expense	\$50,000	\$	11
18. Extended Business Income	180 Days	N/A	11

(b) Acceptance of fraudulent bills of lading or shipping receipts.

- (2) The most we will pay under this additional coverage is \$50,000 for any one "occurrence" or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

59. Water Damage, Other Liquids, Powder or Molten Material Damage

F. Additional Coverage Extensions, Paragraph 2. of Causes of Loss – Special Form CP 10 30 is replaced by the following:

2. Water Damage, Other Liquids, Powder or Molten Material Damage

- a. If loss or damage caused by or resulting from covered water damage or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure, or, in the case of underground pipes, lawns, shrubs or paved areas, to repair damage to the system or appliance from which the water or other substance escapes.
- b. Payment under this Additional Coverage is included within the applicable Limit of Insurance. The maximum we will pay for loss or damage to lawns, shrubs or paved areas is \$50,000 per "occurrence" or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

60. Windblown Debris

The following is added to **A. Coverage**, Paragraph 5. **Coverage Extensions** of Building and Personal Property Coverage Form CP 00 10:

Windblown Debris

- (1) We will pay your reasonable expenses to remove the windblown debris (including trees) from the described premises, if it is carried to the described premises from the premises of others by wind, during the policy period.
- (2) The most we will pay in any one

"occurrence" in total for the removal of all windblown debris under this Extension is \$10,000 or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

61. Worldwide Property Off-Premises

The following is added to **A. Coverage**, Paragraph 5. **Coverage Extensions** of Building and Personal Property Coverage Form CP 00 10:

Worldwide Property Off-Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$75,000 or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.
- (3) This Extension provides an additional amount of insurance.

B. Coverages Included within the Blanket Limit of Insurance

1. Accounts Receivable

The following is added to **A. Coverage**, Paragraph 4. **Additional Coverages** of Building and Personal Property Coverage Form CP 00 10:

Accounts Receivable

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable.
Accounts Receivable means:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan

maintenance of data processing equipment or component parts.

- (b) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion;
 - (c) Erasure of "research and development documentation"; or
 - (d) Unauthorized instructions to transfer property to any person or place.
- (4) Coverage provided by this Extension does not apply to "research and development documentation" which exist as "electronic data".
- (5) We will not pay for loss or damage to "research and development documentation" until you actually replicate such documentation. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two-year period.
- (6) We will not pay for loss or damage to "research and development documentation" applicable to:
- (a) Products that are obsolete;
 - (b) Existing products you have withdrawn from the market; or
 - (c) Existing products you have not sold in the last twelve months prior to the loss.
- (7) Regardless of the number of insured locations involved, the most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.
- 9. Valuable Papers and Records (Other Than Electronic Data)**
- A. Coverage, Paragraph 5. Coverage Extensions, subparagraph c. of Building and Personal Property Coverage Form CP 00 10 is replaced by the following:**

c. Valuable Papers and Records (Other Than Electronic Data)

(1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by a Covered Cause of Loss. This Extension includes the cost to research, replace or restore the lost information that previously existed on "valuable papers and records" for which duplicates do not exist.

(2) The following Exclusions do not apply to this Coverage Extension:

- (a) Earth Movement; and
- (b) Water.

(3) The most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

IV. VALUATION

A. E. Loss Conditions, Paragraph 7. Valuation, subparagraph b. of Building and Personal Property Coverage Form CP 00 10 is replaced by the following:

- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering;
- (3) Outdoor equipment or furniture; or
- (4) Retaining walls.

B. The following is added to E. Loss Conditions,

m. "Fine Arts"

We will pay the lesser of:

- (1) The market value at the time of loss or damage;
- (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
- (3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

- (a) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
- (b) Pay the difference between the value of the pair or set before and after the covered loss or damage.

n. Property of Others – our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- o.** We may elect to defend you against suits arising from claims of owners or property. We will do this at our expense.
- p.** Labor, materials and services that you furnish or arrange on personal property of others are valued based on the actual cost of the labor, materials and services.
- q.** Finished "stock" you manufactured at the selling price less discounts and expenses you otherwise would have had.

r. "Prototypes"

We will not pay more than the lesser of the following amounts:

- (1) The replacement cost of such property used for the same product, but only if replacement cost is shown as applicable to Personal Property in the Declarations.

However, when replacement with identical property is impossible or unnecessary, the amount of loss will be based on the cost to replace with similar property used to perform the same functions. Property of others will be valued in the same manner, but we

will not pay more than the amount for which you are legally liable; or

- (2) The amount you actually spend to repair or replace lost or damaged "prototypes" used for the same purpose.

s. "Research and development documentation":

We will not pay more than the least of the following amounts:

- (1) Your cost actually spent to reproduce lost or damaged "research and development documentation" from back-up files or original source documents;
- (2) The reasonable cost necessary to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product, to their condition immediately before the loss or damage;
- (3) If identical "research and development documentation" cannot be purchased, the cost to purchase such documentation of comparable kind, functionality and quality; or
- (4) The amount you actually spend to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product.

But we will not pay more than the cost to restore "research and development documentation" to its condition immediately prior to the loss.

V. DEFINITIONS

The following is added to Paragraph H. of Building and Personal Property Coverage Form CP 00 10:

H. Definitions

1. "Antiques" means an object having value because its:
 - a. Craftsmanship is in the style or fashion of former times; and
 - b. Age is 100 years or older.
2. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
3. "Communicable disease" means a bacterial micro-organism transmitted through human contact with food.

premises, including:

- (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
41. "Research and development documentation" means written evidence of facts, information, processes, concepts or formulas that are directly related to the development of new products or enhancement of existing products. Written evidence includes written papers, plans, manuscripts, written or inscribed documents or plans.
- "Research and development documentation" does not include "valuable papers and records", accounts receivable or "media", "software" or "data".
42. "Research and development operations" means your business activities that are directly related to the development of new products or the enhancement of existing products.
43. "Scientific and professional equipment" means medical, engineering, veterinary, measurement, recording, analyzing or similar equipment.
44. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.
- but does not include "money".
45. "Soft cost expenses" means additional:
- a. Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - b. Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - c. Advertising, public relations and

promotional expenses.

46. "Software" means:

- a. "Media";
- b. "Electronic data";
- c. "Programs and applications"; and
- d. "Proprietary programs".

47. "Spoilage" means any detrimental change in physical state of "perishable goods". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid or molten material, chemical reactions to material in process, and reduction in value of time sensitive materials.

48. "Theft" means the unlawful taking of property to the deprivation of the insured.

49. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

50. "Valuable papers and records" means:

- a. Inscribed, printed or written:
 - (1) Documents;
 - (2) Manuscripts; and
 - (3) Records
 including abstracts, books, deeds, drawings, films, maps or mortgages; and
- b. Similar items stored electronically.

But, "valuable papers and records" does not mean "money" or "securities".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SUMMARY OF COVERAGES**

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Ball Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

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

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

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) 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 of 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us**:

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 damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMITS OF INSURANCE PER PROJECT AND
PER LOCATION WITH CAP**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Aggregate: \$ 10,000,000
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION III – LIMITS OF INSURANCE, paragraph 2.:

The General Aggregate Limit applies separately to:

- a. Construction projects away from premises owned or rented to you; and
- b. Each "location" owned by or rented to you.

If the Schedule above is completed, however, a Policy Aggregate Limit applies. The most we will pay for the sum of all damages, except for damages included in the "products-completed operations hazard", regardless of the number of insureds, claims made or "suits" brought, persons or organizations making claims or bringing "suits",

or "locations", is the Policy Aggregate Limit identified in the Schedule above.

B. This endorsement does not apply to damages included in the "products-completed operations hazard".

C. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

- (1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph A.a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

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

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

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (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. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. 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. 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 Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

SECTION III – LIMITS OF INSURANCE

1. 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. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. You 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. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. 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.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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:

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

(4) 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

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

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

POLICY: ZD2D78128002

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
as required by written contract agreement or permit	as required by written contract agreement or permit

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

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY: DPR9970040

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY
POLICY –
ARCHITECTS, CONSULTANTS AND ENGINEERS**

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 5. of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED'S directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

B. Contractors Pollution Legal Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed on or after to the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and

2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

This endorsement, effective 12:01 a.m., 01/01/21 forms a part of
Policy No. DPR9970040
Issued to Kittelson & Associates, Inc.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS**

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide thirty (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



SCHEDULE OF UNDERLYING POLICIES

Insured: KITTELSON & ASSOCIATES

Effective on and after 01/01/21 **12:01 A.M. Standard Time**

This Schedule is part of Policy Number: UH2D78128102

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE	
(a) Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Commercial General Liability	\$1,000,000	Occurrence/ Each Claim
	<input type="checkbox"/> Owned Autos	\$1,000,000	Personal Injury
	<input type="checkbox"/> Non-owned & Hired Autos	\$1,000,000	Advertising Injury
		\$2,000,000	General Aggregate
		Incl in Gen Agg	Product/Completed Operations Aggregate
(a) Carrier: HANOVER INSURANCE CO. Policy Number: RH2H39955700 Policy Period: 01/01/2021-01/01/2022	FOREIGN Commercial General Liability	\$2,000,000	Occurrence/ Each Claim
	<input type="checkbox"/> Owned Autos	\$2,000,000	Personal Injury
	<input type="checkbox"/> Non-owned & Hired Autos	\$2,000,000	Advertising Injury
		\$4,000,000	General Aggregate
		\$4,000,000	Product/Completed Operations Aggregate
(b) Carrier: ALLMERICA FINANCIAL BENEFITS INS.CO. Policy Number: AW2D78128703 Policy Period: 01/01/2021-01/01/2022	Comprehensive Automobile Liability including	Bodily Injury and Property Damage Liability Combined:	
	<input checked="" type="checkbox"/> Owned Autos	\$1,000,000	Each Accident
	<input checked="" type="checkbox"/> Non-Owned & Hired Autos	Bodily Injury	
		\$	Each Person
		\$	Each Accident
(c) Carrier:	Garage Liability	Property Damage:	Each Accident
	<input type="checkbox"/> Dealers	\$	
	<input type="checkbox"/> Service	Garage Operations	Each Accident
		\$	Auto Only
		\$	Other than Auto Only
(c) Carrier:		\$	Aggregate
		Garage Operations	
		\$	Other than Auto Only
		\$	
		\$	

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance



(d) Carrier: ALLMERICA FINANCIAL BENEFITS INS. CO. Policy Number: WM2D78128902 Policy Period: 01/01/2021-01/01/2022	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Coverage B – Employers Liability Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee \$1,000,000 Aggregate
(e) Carrier: Policy Number: Policy Period:	Liquor Liability	\$ Each Common Cause \$ Other \$ Aggregate \$ Other
(f) Carrier: Policy Number: Policy Period:	Professional Liability	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other
(g) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other
(h) Carrier: MASSACHUSETTS BAY INS. CO Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Stop Gap Liability	Bodily Injury by Accident \$ 1,000,000 Each Accident Bodily Injury by Disease \$ 1,000,000 Each Employee \$ 1,000,000 Aggregate
(i) Carrier: Policy Number: Policy Period:	Abuse and Molestation	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate
(j) Carrier: Policy Number: Policy Period:	Foreign	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate
(k) Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Employee Benefits Liability	\$ Each Occurrence \$1,000,000 Each Claim \$ Other \$2,000,000 Aggregate

POLICY: UH2D78128102

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "underlying insurance" which the insured becomes legally obligated to pay as damages, provided:

- (1) Such damages are covered by "underlying insurance";
- (2) The event which triggers coverage on the "underlying insurance" takes place during the policy period of this insurance, and
- (3) The applicable Limit of Insurance of the "underlying insurance" is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of "underlying insurance" is exhausted by payment for damages to which this insurance does not also apply.

- b. We will not pay damages that the "underlying insurance" does not pay for any reason other than exhaustion of limits of the "underlying insurance" by payment of judgments, settlements, related costs or expenses.
- c. The terms and conditions of the "underlying insurance" in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.
- d. The amount we will pay for damages is limited as described in section VI. **LIMITS OF INSURANCE.**

- e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of "underlying insurance", or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section

II. DEFENSE AND SETTLEMENT and section V. **SUPPLEMENTAL PAYMENTS.**

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "retained limit" shown in the Declarations which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" to which this coverage applies, provided:

(1) The:

- (a) "Bodily injury" or "property damage" is caused by an "occurrence"; or
- (b) "Personal injury" and "advertising injury" is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section IV. **COVERAGE TERRITORY;**

- (2) The "bodily injury" or "property damage" occurs during the policy period, and the offense causing "personal injury" or "advertising injury" is first committed during our policy period; and

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
ANY PERSON OR	THE ADDRESS FOR THAT	30
ORGANIZATION TO WHOM	PERSON OR ORGANIZATION	
(SEE FORM 331-0230	INCLUDED IN SUCH WRITTEN	
FOR COMPLETE NAME)	REQUEST FROM YOU TO US	

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

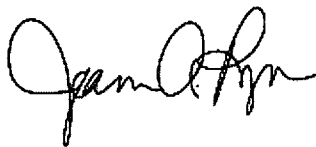
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 01/01/2021 Policy No. WM2D78128902

Insured Kittelson & Associates, Inc. Insurance Company Allmerica Financial Benefit Insurance Company

Countersigned
By



MANUSCRIPT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
IT IS AGREED THAT THE COMPLETE NAME FOR THE NOTICE OF CANCELLATION TO THE
DESIGNATED ENTITY(S) FORM 331-0341(09/11) IS AS FOLLOWS:

DESIGNATED ENTITY:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL
BE GIVEN, BUY ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING
THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE
FIRST INSURED RECEIVES FROM US OF CANCELLATION OR NON-RENEWAL OF
THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 01/01/2021 this endorsement forms a part of Policy No. WM2D78128902

Issued to Kittelson & Associates Inc

By Allmerica Financial Benefit Insurance Company

Date of Issue

Countersigned by _____

Authorized Representative of the Company

331-0230 1003

Page 1 of 1

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2021 standard time, forms a part of

Policy No. WM2D78128902 of the Allmerica Financial Benefit Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

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

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

Schedule

AK,AZ,DC,FL,ID,IL,MD,MA,MO,NY,NC,OR,PA,VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

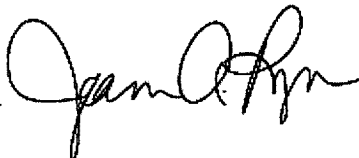
Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2021
Insured KITTELSON & ASSOCIATES,
INC.

Policy No. WM2D78128902
Insurance Company ALLMERICA FINANCIAL ASSOCIATES, INC.

Countersigned By



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 01 06 A (Ed. 4-92)

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
COVERAGE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **01/01/2021** at **12:01 A.M.** standard time, forms a part of
(Date)

Policy No. **WM2D78128902** of the **Allmerica Financial Benefits Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to **Kittelson & Associates, Inc.**



Authorized Representative

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section **C. Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal worker's or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), **C. Exclusions.**, exclusion 8., does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
NY	78.8%
VA	73.0%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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

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

Endorsement Effective 01/01/2021

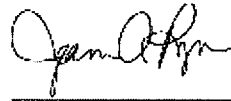
Policy No WM2D78128902

Insured Klittelson & Associates Inc.

Allmerica Financial Benefit Insurance Company

Insurance Company

Countersigned by





Corporate Resolution of Signing Authority 9.23.20.pdf

DocVerify ID: D3EB7D19-38D6-4C48-A58F-8A78F399E3B5
Created: September 25, 2020 17:07:51 -5:00
Pages: 2
Remote Notary: Yes / State: VA

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E-Signature Summary

E-Signature 1: Brandon L. Nevers (BLN)

September 28, 2020 09:34:28 -5:00 [B0BE89E0AC52] [108.56.160.217]
bnevers@kittelson.com (Principal) (Personally Known)

E-Signature Notary: Bonnie Lee Clark (BLC)

September 28, 2020 09:34:28 -5:00 [4C88464BEB45] [72.83.103.43]
bclark@kittelson.com

I, Bonnie Lee Clark, did witness the participants named above electronically sign this document.



**CORPORATE RESOLUTION OF SIGNING AUTHORITY
KITTELSON & ASSOCIATES, INC.**

The undersigned, being the Chief Executive Officer of Kittelson & Associates, Inc., an Oregon corporation (the "Company"), does hereby certify that at a meeting of the Board of Directors of the Company duly called and held on September 23, 2020 at which a quorum was present and acted throughout, the Board of Directors adopted the following resolution, which has not been modified or rescinded:

WHEREAS, pursuant to Article 2.1 of the Company's Amended and Restated Bylaws, adopted by the Board of Directors on June 13, 2017, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Company's Board of Directors.

RESOLVED, that the following officers of the Company are hereby authorized to sign any and all documents as may be necessary to represent the business interests of the Company:

Brandon L. Nevers, President, Chief Executive Officer, Director
Karl A. Passetti, Vice President, Chairman of the Board
Lawrence A. Van Dyke, Vice President, Chief Financial Officer
Marc A. Butorac, Vice President, Secretary, Director
David L. Mills, Vice President
Edward J. Myers, Vice President

RESOLVED, that in addition to the aforementioned officers, the following individuals are hereby authorized to execute business solicitations, client contract documentation, and consultant contract documentation on behalf of the Company:

Michael N. Aronson	James M. Hughart	Bastian J. Schroeder
Justin A. Bansen	Wayne K. Kittelson	Conor M. Semler
Chris. L. Brehmer	Julia A. Kuhn	Jason A. Simmers
Scott G. Beaird	Felipe Ladron de Guevara	Damian Stefanakis
Adam M. Burghdoff	Kevin S. Lee	Hermanus J. Steyn
Ryan J. Cunningham	Laurence B. Lewis	Christopher B. Tiesler
Andrew J. Daleiden	Jane Lim-Yap	Mark A. Vandehey
Sonia A. Daleiden, Director	Eric D. Lindstrom	John Paul Weesner
Richard G. Dowling	Bailey R. Lozner	Wende L. Wilber
Timothy A. Erney	Dorret C. Oosterhoff	Susan L. Wright
Erin M. Ferguson	Brian L. Ray	Y. Vamshi Krishna
John R. Freeman, Jr.	John R. Ringert	Anthony S. Yi, Director
Jessica A. Josselyn	James M. Schoen	

RESOLVED, that this Resolution supersedes all previous resolutions passed by the Board of Directors and/or previous consents of the Board of Directors relevant to signing authority.

Dated this 28th day of September 2020.

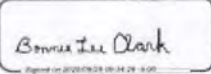
By: Brandon L. Nevers
Brandon L. Nevers, Chief Executive Officer

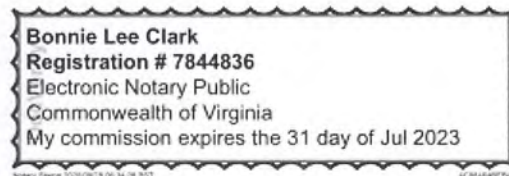
[See Attached Notarial Certificate]

NOTARIAL CERTIFICATE

State of Virginia
County of Fairfax

Signed before me on September 28th, 2020 by Brandon L. Nevers, Chief Executive Officer of Kittelson & Associates, Inc.


Notary Public – State of Virginia



Document Description

This certificate is attached to Kittelson & Associates, Inc's Corporate Resolution of Signing Authority, dated September 28, 2020, consisting of one page.

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT (“**Third Amendment**”), is entered into this 23rd day of March, 2023 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”) and KITTELSON & ASSOCIATES, INC., an Oregon corporation, whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (the “**Provider**”), with reference to the following facts and circumstances:

RECITALS:

- A. On November 10, 2020, an agreement was entered into by and between City and Provider ("Original Agreement") in an amount not to exceed \$37,850.
- B. On June 29, 2021, the parties entered into a First Amendment of the Agreement ("First Amendment") to increase the compensation by \$37,120, for total compensation under the Agreement not to exceed \$74,970.
- C. On December 21, 2021, the parties entered into a Second Amendment of the Agreement ("Second Amendment", and together with the Original Agreement and First Amendment, the “Agreement”) to increase the compensation by \$270,906, for total compensation under the Agreement not to exceed \$345,876.
- D. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. Section 1 (“Term”) of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 10th day of November 2020, and shall terminate on the 1st day of January, 2026, unless terminated earlier as set forth herein.”

- 2. Section 2 (“Services to be Performed”) of the Agreement is modified to read as follows:

“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 A3 as requested. The Provider acknowledges that the work plan included in Exhibit A3 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

- 3. Section 3 (“Compensation To Provider”) of the Agreement is modified to read as follows:

“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 B3 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B3.”

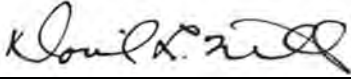
“b. The total compensation under this Third Amendment to Agreement shall not exceed \$1,130,000. Total compensation for this Agreement is \$1,475,876.”

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on Next Page


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

KITTELSON & ASSOCIATES, INC.
An Oregon Corporation

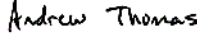


David L. Mills
Executive Leader, VP

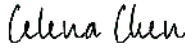
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:
 3/23/2023
645BD87E45D243E...
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDDE1815B92B4C5...
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

4CA7AB2DC85F444...
Celena H. Chen
Chief Planning Counsel



155 Grand Avenue, Suite 505
Oakland, CA 94612
P 510.839.1742

SCOPE OF SERVICES

CLEMENT AVENUE/TILDEN PROJECT

FEBRUARY 9, 2023

PROJECT BACKGROUND

Kittelison & Associates, Inc. (Kittelison) has been under contract with the City of Alameda to provide transportation services, including an alternative analysis and a conceptual roundabout design at Clement Avenue Extension/ Tilden Way Project (“Clement/Tilden Project”).

The Clement/Tilden project represents an opportunity to connect the Cross Alameda Trail to the Miller-Sweeney Bridge, improving nonmotorized transportation connections between Alameda and Oakland. The project also presents an opportunity to improve complete the City’s truck routes by providing a direct connection between Tilden Way and Clement Avenue.

Through the analysis of existing and future conditions, Kittelison and the City determined that roundabout is the most appropriate design alternative for this location. It was approved by the City of Alameda’s Transportation Commission on January 26th, 2023.

PROJECT UNDERSTANDING

The project would construct a single-lane roundabout at the Tilden Way & Blanding Avenue/Fernside Boulevard intersection (“Tilden/Blanding” intersection). The project would reduce the number of through lanes along Tilden Way/Fruitvale Avenue to one in each direction in the vicinity of the project. It would provide a one-way westbound extension of Clement Avenue to Tilden Avenue for vehicles, bicycles, and pedestrians. It would convert the intersection of Broadway and Clement Avenue into an all-way stop with a new westbound Clement Avenue approach leg. It would prohibit northbound through and left movements from Pearl Street into Fernside Boulevard. The project would provide a two-way separated bike lane on the north side of Tilden Way between the Miller-Sweeney Bridge and Broadway that would connect the bridge to the existing bicycle lanes on Broadway and the proposed Cross Alameda Trail extension along Clement Avenue at Broadway. The project would include the preservation of existing trees to the extent possible and provision of new stormwater gardens and public space.

SPECIFIC SCOPE OF WORK

SUMMARY OF WORK

Survey, engineering design, and traffic engineering up through construction for this project based on the scope of services described herein.

- Task 1.0 Project Management and Project Coordination
- Task 2.0 Field Investigations, Report, and Studies
- Task 3.0 Public Involvement/Engagement
- Task 4.0 Preliminary Design (30%)
- Task 5.0 Final Plans, Specifications, and Cost Estimates (PS&E)
- Task 6.0 Construction Support
- Task 7.0 Citywide Roundabout Support

The duration of this project is assumed to be from March 2023 through February 2024 for the completion of design, right-of-way, and bidding tasks. Construction will begin in 2024.

CONSULTANT RESPONSIBILITIES

TASK 1.0 PROJECT MANAGEMENT AND PROJECT COORDINATION

Task 1.1 Project Management

Consultant shall:

Prepare and maintain a contract and task decision log documenting all proposed changes to the project (i.e., change orders and notices to proceed) as well as the proposed schedules and deliverables.

- Complete subconsultant management tasks as required for completion of the project.
- Prepare monthly invoices and progress reports, invoices shall provide a breakdown of time spent on the items associated with each funding source. Consultant assumes a 12-month timeframe for the project to be designed and advertised for construction. Construction is anticipated to be completed in 16 months.
- Create a project-specific quality management plan. Quality control activities will be completed for each deliverable.
- Consultant shall prepare a project schedule at the on-set of design. Monthly updates shall be provided at each PMT meeting.

Task 1.2 Project Meetings and Coordination

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City (Project Management Team "PMT"). The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. These meetings shall have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered.

- Monthly Virtual PMT meetings via Teams (1 hour each). Up to 3 consultant personnel are expected to be at each meeting. It is assumed that up to twelve (12) meetings will be held throughout the design phase of the project.
- Project Kick-off Meeting with City Staff. This meeting will include the City Project Manager (PM), and City Traffic Engineering Staff to introduce the subject project area, project tasks, and schedule. Consultant to provide agenda prior to meeting and minutes following the meeting.
- Up to three (3) Redline Review Meetings with the City PM to be held as necessary following the receipt of the 30%, 60%, and 90% plan review comments.

Task 1.0 Deliverables:

- *Contract/Task Decision Log*
- *Monthly Progress Reports (PDF format)*
- *Quality Management Plan (PDF format)*
- *Monthly Invoices with Progress Report Summary Spreadsheet (PDF format)*
- *Project Schedule (Project & PDF formats) and Monthly Updates*
- *Meeting Agendas and Minutes (Word & PDF formats)*

TASK 2.0 FIELD INVESTIGATIONS, REPORTS, AND STUDIES

Task 2.1 Topographic & Boundary Survey

Consultant shall complete a topographic survey in English units and will be based on California Coordinate System Zone III US Survey Feet. The horizontal datum will be 1983 (Epoch 2007). The vertical datum will be North American Vertical Datum (NAVD) 1988.

- Establish Horizontal and Vertical site control with RTK GPS and their values included on a Survey Control and Right of Way Plan Site control will be densified with conventional surveying methods, and elevations will be established with a digital level to ensure precise elevations.
- Features to be shown include trees three inches or more in diameter (DBH), utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface

features and other information including as-built drawings and utility company data. Consultant assumes City shall vacuum clean all structures prior to survey field work.

- Existing striping shall be located where needed to design the project striping.
- All significant features within 25 feet of the existing ROW (or up to the face of building, whichever is closer) shall be tied.
- Photos of existing site conditions shall also be taken.
- Retrace all existing ROW within the project limits. Consultant shall search all survey records on file to reestablish existing centerlines of each ROW.
- Research deeds and Record Surveys, including but not limited to all property surveys, county road surveys, original county road resolutions, section corner surveys, and Donation Land Claim (DLC) surveys.
- Keep all copies of the research data collected, including but not limited to surveys, title reports, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide all project-related data and records to the City at the end of the project.
- Show adjacent property lines and final ROW on the Project Base Map using Consultant's ROW retracement and proposed design.

The project limits shall include:

- Tilden Way, including the city-owned right of way on either side of the roadway from the County border at the Miller-Sweeney Bridge extending approximately 300 feet southwest of Broadway
- The Broadway/Tilden Way intersection and influence area, extending north to Clement Avenue.
- Clement Avenue, starting 200 feet west of Broadway continuing through the proposed extension from Tilden Way
- Fernside Boulevard, starting 200 feet east of Versailles Avenue to Tilden Way, including the intersection with Pearl Street
- Blanding Avenue, starting 200 feet northwest of Broadway continuing through the intersection

The field topographic data shall be incorporated into an English topographic survey base map and digital terrain model utilizing AutoCAD Civil3D.

Task 2.2 Utility Coordination

Consultant shall:

- Designate a Utility Coordinator who will be the primary contact with utility owners and will oversee the research, conflict identification, and resolution processes performed by the project engineers in coordination with the City's designated utility project manager.
- Prepare meeting notes to document discussions with utility owners. The Utility Coordinator will attend up to six (6) meetings with the utility companies.

- Keep records of correspondence with utility companies, including email and phone conversations.
- Request utility maps from utility owners to supplement base mapping. Upon receipt of additional maps, Consultant will incorporate new information on utility CAD base maps and update base file correspondence to the current project limits.
- Positively identify utilities via potholing at up to twenty (20) locations through procuring a utility locating service provider. The potholing report shall be provided back to the design team for incorporation into the design.
- Prepare and maintain a spreadsheet to document and track the status of utilities within the project ROW.
- Coordinate with all affected utility owner to establish protection, relocation schedules, and specifications prior to project construction.
- Prepare and send the following formal written correspondence to each affected utility owner as applicable:
 - Utility verification request
 - Notice to owner of potential conflict and request for determination of liability.
 - Request to pothole
 - Notice to owner of relocation
- Prepare up to seven (7) final utility agreements for issuance to utility owners and including the utility certification project milestone. The list includes the following:
 - Alameda Municipal Power
 - AT&T
 - Comcast
 - EBMUD
 - Kinder Morgan
 - PG&E
 - Verizon
- Coordinate with the City for any adjustments required to be included in the final design plans.

Task 2.3 Geotechnical Investigation

The geotechnical and pavement testing and design will be performed to provide recommendations for construction and rehabilitation/replacement of the roadway structural section within the project limits and infiltration tests for potential storm water facilities. The geotechnical and pavement project elements are limited to pavement preservation and pavement widening with the following scope:

- Obtain and review available information regarding the existing road section within the project area, if available.
- Conduct a visual distress survey of the existing pavement, including logging the extent and severity of moderate to severe distresses. Mark coring locations in the field.

- Obtain one-call utility locates for explorations and obtain permits through the City.
- Provide traffic control during field explorations through a subcontractor.
- Conduct Falling Weight Deflectometer (FWD) tests at 100-foot intervals in the outside wheel path of the travel lanes of existing AC pavement on Tilden, Fernside, and Blanding. FWD tests in adjacent lanes will be offset by approximately 50 feet where possible within existing traffic conditions and without turning off signal lights.
- Complete diamond core and solid-stem auger pavement borings within the road surface to depths of approximately 5.0 feet below ground surface for use in pavement widening and rehabilitation design.
 - Up to twelve (12) locations are estimated with six explorations on Tilden, two explorations on Fernside, two explorations on Blanding, and two explorations on Broadway.
 - When appropriate, cores will be located at locations of pavement cracks.
 - Explorations will be obtained in areas where standard traffic control measures are appropriate. Traffic control will not be used to flag-control the signalized intersections.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Up to eighteen moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
 - Up to two atterberg limit tests in general conformance with ASTM D 4318
 - Up to four tests for material passing the U.S. No. 200 sieve in general conformance to ASTM D 1140
- Estimate the traffic loading by calculating equivalent single-axle loads based on 48-hour traffic classification counts provided by the project team.
- Evaluate rehabilitation and widening options based on FWD testing, subgrade conditions, soil borings, laboratory results, and traffic data.
- Provide pavement recommendations for rehabilitation and widening.
- Conduct up to four (4) borings to evaluate subsurface conditions and complete infiltration testing of the underlying soils.
 - The borings will be drilled initially to a depth of 3 feet for infiltration testing and then advanced to a depth of about 13 feet to confirm the presence of groundwater below the proposed stormwater facility. The borings will be made by a trailer-mounted drill rig, using auger drilling techniques. Disturbed split-spoon samples will be obtained from the borings at about 2.5-foot intervals of depth. The standard penetration test will be conducted while the disturbed split-spoon samples are being taken.

- Infiltration testing will be conducted at a depth of 3-feet in each of the borings, in general conformance with the requirements of the current Caltrans standards.
 - Standard classification tests, such as natural water content and material passing a U.S. No 200 sieve, will be conducted on the infiltration soil samples.
- Traffic control will be subcontracted for the duration of drilling, FWD testing, and infiltration testing, which may occur over four days. Traffic control will be limited to lane closures and will not include full traffic control at signals.
- Provide a draft geotechnical report summarizing the results of our investigation and recommendations.
- Finalize the draft report after incorporating review comments from the City and the design team.

Assumptions:

- Environmental permitting will not be required for the field work.
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subcontractor; the City will be notified of the final disposal site. If the drill cuttings appear to be contaminated, the City will be informed immediately, and Central Geotech will take necessary action upon authorization.
- Flagging and traffic control for drilling will be subcontracted.
- Permit fees will be provided by the City.

Task 2.4 Drainage Analysis

In accordance with the most recent versions of Caltrans Highway Design Manual and the Project Planning and Design Guide the consultant shall:

- Perform a hydrologic and hydraulic design analysis using an approved computer modeling software to evaluate stormwater runoff patterns and quantify design flow rates and volumes.
- Evaluate the drainage design needs of the project and select an appropriate approach. It is anticipated that the Rational Method or TR-55 will be sufficient to determine peak flows for sizing most drainage components, but XPSWMM will be used to as necessary for more complex storage and routing analysis.
- Identify the required design criteria to calculate peak flows for drainage structure design and any needed water quality design flows and volumes.
- Determine the need to incorporate stormwater treatment requirements and provide appropriate recommendations.
- Additional guidance, as appropriate, may also be obtained in the Alameda County Flood Control & Water Conservation District Hydrology and Hydraulics Manual.
- Provide drainage analysis for existing and proposed conditions and document the results in a Draft and Final Drainage Report.

Task 2.5 Tree Survey

- Prepare a tree survey and report which will include a matrix of existing trees, species, size, and notes regarding tree health and condition. Special recommendations and construction details to preserve the health of this valuable resource will be described and illustrated.

Task 2.5 Survey for roundabout rodeo

- In coordination with task 3.4, consultant will obtain survey information to lay out the roundabout to scale for a public engagement and education activity.

Task 2.0 Deliverables

- *Topographic and Boundary Base Map (AutoCAD format)*
- *Utility Meeting Agendas & Minutes (Word & PDF formats)*
- *Potholing Report (PDF format)*
- *Utility Tracking Lot (Excel format)*
- *Utility Verification Request (PDF format)*
- *Notice to Owner of Potential Conflict (PDF format)*
- *Notice to Owner of Relocation (PDF format)*
- *Draft & Final Geotechnical Report (PDF format)*
- *Draft & Final Drainage Report (PDF format)*

TASK 3.0 PUBLIC INVOLVEMENT/ENGAGEMENT

This task includes engaging members of the public to hear and incorporate their input during the design process.

Task 3.1 Focused Stakeholder Engagement

Kittelson will prepare materials for and lead the content presentation at up to four public meetings and up to eight focused stakeholder meetings.

- Public meeting(s) will be identified to occur during the Task 4 (30% preliminary design) work.
- The other public meetings will be identified and scheduled as needed.

In addition to the public meetings, Kittelson will develop a presentation of the same content from each meeting on the City's project website. The engagement materials for the project website will parallel the information presented at the public meetings in content and detail.

Task 3.2 Commission and Council Hearings

Kittelson will support the City at one Transportation Commission meeting and one City Council meeting. Kittelson will prepare a presentation for the Transportation Commission meeting explaining the project process and outcomes and will present or assist the presentation. City staff can use or revise that presentation for the project's City Council hearing. Kittelson will attend the City Council meeting and be

available for questions. Kittelson will include up to two (2) staff members at each hearing. Each hearing is assumed to last up to four (4) hours.

Task 3.3 3D Visualizations

Kittelson will develop a three-dimensional (3D) model of existing conditions and the preferred alternative to demonstrate the design concept. Engineering CAD files will be used to generate the 3D model to provide accurate representation of the corridor. The model will contain realistic textures, neighboring buildings and features, street collateral (lights, signs, etc.), above-ground utilities, accurate lighting and environmental conditions, and multimodal activity. From the 3D model we will be able to provide 3D still images and an animation (fly-thru video moving through the corridor to demonstrate the existing conditions and the preferred alternative concept).

Task 3.4 Roundabout Rodeo

Kittelson will conduct a truck rodeo for freight and emergency response drivers to test-drive the roundabout. The City will secure a large site to conduct the rodeo. The consultant team will:

- Use a survey team to layout the roundabout to scale at the test site using temporary paint or chalk. Mark with either paint or chalk points the locations of the design curb lines, truck aprons, and approaches.
- Manage the tests by providing oversight of the schedules, provide guidance to test vehicles, and provide overall project management of the tests.
- Be responsible for instructing vehicle operators regarding desired test movements during each field test. This effort may include Consultant staff riding along with the operators during the test, if needed to thoroughly complete the task.
- Observe test vehicle movements and document needs for roundabout design revisions or modifications.
- Prepare a follow-up document summarizing the observations from the roundabout field tests, and comparing the test results to the predicted turning movements modeled by AutoTurn software. The document will include a short memorandum with supporting figures. The document must contain any recommendations and updates to the AutoTurn models, and suggestions for improvement to roundabout design vehicles and accommodation vehicles.
- Prepare a compiled video approximately 5 to 10 minutes in length highlighting the vehicles tested.

The City will:

- Supply traffic cones, sandbags, and labor to place items on roundabout. The
- Provide barricades used to direct and manage freight vehicles at the testing sites.
- Pay for any costs to rent a facility or parking lot for the roundabout testing
- Provide scissor lifts or boom trucks needed to provide aerial view and filming of roundabout testing.
- Provide toilet facilities (i.e., port-a-potties)

- Provide portable shelter for testing observers (e.g., pop-up canopy) if needed.
- Provide the labor to remove traffic cones, sandbags, barricades, and canopies after the roundabout test is complete.

Task 3.2 Roundabout Education

- Develop educational materials for the City

Task 3.0 Deliverables

- *Preparation, attendance, and presentation at up to four public meetings and up to eight targeted stakeholder meetings.*
- *Development of supporting online engagement materials to present the information from the public meetings in a digestible online format.*
- *Attendance and support in developing materials for one Transportation Commission meeting and one City Council hearing.*
- *3D Visualizations*
- *Roundabout Rodeo public engagement event with scaled roundabout design*

TASK 4.0 PRELIMINARY DESIGN (30%)

Task 4.1 Preliminary Roadway Design

Consultant shall prepare a preliminary roadway design utilizing the following design standards, City of Alameda Design Standards, Caltrans Highway Design Manual (HDM), Caltrans Standard Plans, and the California Manual on Uniform Traffic Control Devices (CA-MUTCD). On 22"x34" plan sheets the preliminary design package shall include the following:

- *Title Sheet*
- *Sheet Index and General Notes*
- *Abbreviations and Legend*
- *Key Map*
- *Survey Control, Monumentation, & Centerline Alignments*
- *Existing Conditions*
- *Plan and Profile*
- *Typical Sections*
- *Utility Plan*
- *Landscape and Urban Design for Public Open Space Areas*

Task 4.2 Preliminary Cost Estimate

Consultant shall prepare a preliminary construction cost estimate based on the preliminary design plans. Items of work in this task include: demolition, roadway concrete and asphalt concrete pavement, curb and gutter, sidewalk, driveways, and drainage structures. Unit costs will be obtained from the Caltrans Cost Data Book, recent bid information, and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction costs.

Task 4.0 Deliverables

- Preliminary Construction Plans (PDF format)
- Preliminary Construction Cost Estimate (PDF format)

TASK 5.0 FINAL PLANS, SPECIFICATIONS, AND COST ESTIMATES (PS&E)

This task involves the continued development of the City approved 30% design plans through 60% to a final Bid Ready construction bid document package.

Task 5.1 Final Design (60%, 90%, 100%, and Bid Ready)

Before beginning any final construction plans, the project team shall meet with City staff to confirm the preferred design for the project and refine design elements identified during the preliminary design and to focus on the parameters of the design. We anticipate the following construction sheets being required to solicit permits and advertise for construction bids:

Sheet Series Title	Number of Sheets
Cover, Legend, Index	3
Key Map	1
Survey Control, Monumentation, & Centerline Alignment	2
Right-of-Way Plan & Existing Conditions	2
Typical Sections	10
Demolition Plan	8
Horizontal Control Plans	8
Construction Plan & Profiles	8
Intersection Details	5
Curb and Bicycle Ramp Details	8
Driveway Details	3
Water Quality and Green Stormwater Infrastructure Plans	8
Construction Staging and Pedestrian Routing	32
Signing & Striping	8
Landscape and Urban Design	10
Temporary Water Pollution Control during Construction	6
Utility Plan	8
Details	26
Total	156

Consultant shall prepare construction drawings on 22"x34" sheets for the described improvements.

- Prepare and organize all construction drawings as shown in the table above. Identify which City standard drawings and Caltrans standard drawings are needed. The construction plans format shall be in accordance with City standards. Details shall show pay limits for the bid items.
- Design plans shall show the existing locations of manholes, catch basins, water valves, culverts, utility poles, utility lines (alignment, size, invert elevation, and depth), existing easements, utility lines and sizes, property corners, and approximate property lines.
- Update the plan sheets as required following each milestone review as required.
- Prepare typical roadway sections to include the pavement structural sections as identified in the Pavement Design Report. Mill and overlay areas will be designed to match existing roadway grades and slopes to maintain drainage.
- Demolition plans showing the removal of all required materials.
- Prepare horizontal control plans to identify station/offset requirements and all proposed geometric data for the roundabout.
- Finalize street and stormwater plan and profile sheets.
 - The drainage design shall include conveyance routing, sizing and inlet type selection for modifications to existing drainage systems and for new facilities in accordance with City drainage standards. It is assumed that no off-site drainage facilities are affected and no off-site drainage design for increased conveyance capacity or stormwater treatment will be performed. These plans will include existing and proposed stormwater facilities shown in plan and profile views, cross-sections, and details.
- Prepare and finalize the intersection detail plan sheets.
- Prepare and finalize the pedestrian and bicycle ramp plan sheets showing station/offsets, elevation, and ramp grades complying with the requirements of the United States Access Board's Public Rights-of-Way Accessibility Guidelines (PROWAG) and accepted construction tolerances.
- Prepare and finalize the driveway plan sheets showing station/offsets, elevation, associated drainage elements, and sidewalk/ramp grades complying with the United States Access Board's PROWAG and accepted construction tolerances.
- Prepare and finalize the water quality and green infrastructure improvement plan sheets.
 - As a roadway reconstruction project that does not add one or more new lanes, this project is excluded from the numerically sized treatment requirements of Provision C.3 of the Municipal Regional Stormwater Permit (MRP). Although numerically sized treatment facilities will not be required, Site Design and Source Control Measures are required to be implemented to the maximum extent

practicable. Additionally, TMDL programs are in place and may require incorporation of additional BMPs to control sediment and trash discharges. Green stormwater infrastructure such as bioretention cells, vegetated swales, pervious pavement, etc. can be effective in controlling these types of pollutants and will be considered in the design. Existing water quality controls such as trash screen inlet inserts will be protected in place in inlets that are not modified by the project and new trash inserts will be specified for all new or modified inlets. The geotechnical investigation results will be used to support the design of any infiltration facilities, or other improvements anticipated to be constructed below the elevation of the water table.

- Prepare and finalize the construction stage and pedestrian routing plan sheets.
 - Prepare construction staging area plans to depict the potential phasing of construction while safely routing pedestrians through the construction activities. Maintenance of traffic will conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD).
- Prepare and finalize the temporary water pollution control during construction plan sheets.
 - These plan sheets will begin identification of temporary construction site best management practices (BMPs) and compile the required information to support the development of the project Stormwater Pollution Prevention Plan (SWPPP) and water pollution control drawings in accordance with the California Construction General Permit. Consultant shall update temporary construction site BMPs and quantities as required. It is assumed that the Construction Contractor will be responsible for the finalization of the document by adding contact information, identifying the Qualified SWPPP Practitioner (QSP), and signing the final version. The Construction Contractor will be responsible for implementation of the SWPPP.
- Prepare and finalize the landscape and urban design plan sheets.
 - These plans will include hardscape elements, plant palette, legend, notes, tree locations, and defined planting areas. These plans will identify hardscape elements of medians, pedestrian crossing refuges and sidewalks at curb bulb-outs including recommendations for types, colors, finishes and materials. It is assumed that the final detailed irrigation design will be completed by a licensed landscaping contractor.
- Prepare and finalize the signing and striping plan sheets for the project area per the current California Manual on Uniform Traffic Control Devices (CAMUTCD) and City standards.

Task 5.2 Construction Specifications

At the 60% design stage the Consultant shall identify specifications and special provisions necessary for construction of the project. Consultant shall assemble data and prepare drafts of (1) necessary modifications to the Caltrans Standard Special Provisions, (2) necessary technical specifications not included in Caltrans or City standard specifications, and (3) incorporate the standard “boilerplate” upfront language to be provided by the City.

At the 90% design stage the Consultant will update the specifications and special provisions necessary for construction of the project. Technical specifications will be refined and will be consistent with City and Caltrans standards or as approved by the City for project review and discussions.

Task 5.3 Construction Estimates

Consultant shall update the Engineer’s Construction Cost Estimate at each submittal stage of the project using the design plans as a basis for the quantity estimates. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

Task 5.4 Permit Coordination

Consultant shall compile the required information and complete compliance documentation for the NPDES Municipal Regional Permit (MRP) and the General Construction Permit (CGP) Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) submitted through Stormwater Multiple Application and Report Tracking System (SMARTS).

Task 5.0 Deliverables:

- 60%, 90%, 100%, and Bid Ready Construction Plans (one electronic copy in PDF form per submittal)
- Construction Specification Outline (60% Submittal)
- Construction Specifications (90%, 100%, and Bid Ready) (one electronic copy in PDF format submittal)
- Construction Estimates (90%, 100%, and Bid Ready) (one electronic copy in PDF format per submittal)
- Construction Bid Tabs in Excel format.
- MRP compliant water quality controls incorporated in final PS&E.
- Draft SWPPP and NOI for submission to SMARTS

TASK 6.0 CONSTRUCTION SUPPORT

Task 6.1 Bidding Support

Consultant shall assist the County as directed during the bidding process, limited to the total person-hours itemized in the fee proposal which shall not be exceeded unless modified by contract amendment. Scope includes, but is not limited to:

- Respond to bidder’s questions to clarify intentions of design documents.
- Prepare text of any addenda determined to be necessary by the County.

- Prepare plan modification details for use in addenda.

Task 6.0 Deliverables:

- Bid Addendum documentation and plan revisions (PDF format)

TASK 7.0 CITYWIDE ROUNDABOUT SUPPORT

This task will provide the city with additional support for other city projects, including for example:

- Peer review
- Project concept development
 - Traffic operations analysis
 - Prepare roundabout concept sketches in support of project development
 - Grant writing support
 - Project coordination support

REIMBURSABLE EXPENSES:

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (Title Reports, survey filing fees; project specific supplies, etc.)

ASSUMPTIONS

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by the City, or as a reimbursable expense at cost.
2. Major access management improvements (i.e. parking lot recirculation plans, frontage road designs, etc.) are not included at this time.

CITY'S RESPONSIBILITIES

The City will:

1. Coordinate the relationship with other jurisdictions involved in the project, with adjacent property owners and with the general public.

2. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
3. Provide traffic counts for use with the pavement design.
4. Maintain the public involvement mailing list, obtain public meeting facilities, refreshments, and project press releases.

Project Budget Form

Project Name: Clement/Tilden Project
Project Manager: Fred Wisner, PE
KAI Project Number: 24846.005
Date: Feb 09, 2023

LABOR ESTIMATE										Kittelson & Associates, Inc.								Central Geotech				
Task	Senior Principal Engineer	Associate Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Transportation Analyst	Transportation Analyst	Technician II	Principal Engineer	Engineer	Senior Technician	Associate Technician	Principal	Associate Engineer II	Engineering Staff III	Engineering Staff II	Support Staff					
1.0 Project Management and Project Coordination																						
1.1 Project Management	4	8		20																		
1.2 Project Meetings and Coordination	24	24		32																		
1.3 Right-of-Way Research City, County, BLM/D - deeds																						
1.4 Right-of-Way Retirement Calculation																						
1.5 Project Meetings and Coordination																						
Reimbursable Expense	28	32	0	52	0	0	0	0	0	0	0	0	0	0	0	0	0					
2.0 Field Investigations, Reports, and Studies																						
2.1 Topographic & Boundary Survey		4																				
2.1.1 Establish Site Control																						
2.1.2 Locate PotHoles																						
2.1.3 Photos of Existing Conditions																						
2.2 Utility Coordination	4	54		16		15							26	12	6	80	4					
2.2.1 Geotechnical Investigation		4						48	100													
2.3 Geotechnical Observations																						
2.4 Time Survey																						
2.5 Survey for roundabout road																						
Reimbursable Expense	4	62	0	0	16	0	15	0	48	100	0	0	26	12	6	80	4					
3.0 Public Involvement/Engagement																						
3.1 Public Involvement/Engagement	8			24	12																	
3.2 Transportation Commission & City Council Meetings	10	4		16							80	4										
3.3 3D Visualizations																						
3.4 Roundabout Road	30	40		40																		
Reimbursable Expense	48	44	0	56	12	0	0	0	0	0	80	4	0	0	0	0	0					
4.0 Preliminary Design (35%)																						
4.1 Preliminary Design	16	80	8	60	60	60	40	60		40												
4.2 Preliminary Cost Estimate	2	16		8		16																
Reimbursable Expense	18	96	8	60	68	76	40	60	0	40	0	0	0	0	0	0	0					
5.0 Final Plans, Specifications, & Cost Estimates (PS&E)																						
5.1 Final Design (65%, 90%, 95% & bid ready)	32	160	24	120	120	160	100	240														
5.2 Construction Specifications	8	40	8			40																
5.3 Construction Estimates	4	16		16	24	40																
5.4 Permit Coordination																						
Reimbursable Expense	48	240	32	136	144	240	100	240	0	0	0	0	0	0	0	0	0					
6.0 Construction Support																						
6.1 Bidding Support	8	60		40	60	60	40	40														
Reimbursable Expense	8	60	0	40	60	60	40	40	0	0	0	0	0	0	0	0	0					
7.0 Citywide Roundabout Support																						
7.1	60	24	40	100	40	100	100															
Reimbursable Expense	60	24	40	100	40	100	100	0	0	0	0	0	0	0	0	0	0					
8.000 Contingency																						
8.1	60	24	40	100	40	100	100															
Reimbursable Expense	60	24	40	100	40	100	100	0	0	0	0	0	0	0	0	0	0					
TOTAL HOURS																						
LABOR RATE	274	\$82,679	120	\$84,000.23	380	576	394,6315	340	48	140	80	4	26	12	6	80	4					
LABOR COST	\$310.00	\$235.00	\$270.00	\$205.00	\$205.00	\$155.00	\$155.00	\$145.00	\$270.00	\$175.00	\$170.00	\$185.00	\$235.00	\$175.00	\$150.00	\$130.00	\$85.00					
	\$84,940.00	\$156,928.37	\$32,400.00	\$119,720.05	\$77,880.00	\$89,280.00	\$61,167.88	\$49,300.00	\$12,960.00	\$24,500.00	\$13,600.00	\$740.00	\$6,110.00	\$2,100.00	\$900.00	\$10,400.00	\$340.00					

Project Name: Clement/Tilden Project
Project Manager: Fred Wismer, PE
KAI Project Number: 24846.005
Date: Feb 09, 2023

TOTAL REIMBURSABLES	\$50,386.25
TOTAL FEES	\$1,130,000.07

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/16/2022

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

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

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below:	
	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com		
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance Company	
	INSURER B : Hanover American Insurance Company	
	INSURER C : XL Specialty Insurance Company	
	INSURER D : Allmerica Financial Benefit Ins. Co.	
	INSURER E :	
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ZH2D78128004	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW2D78128705	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WM2D78128904	01/01/2023	01/01/2024	<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 Incl. Pollution		<input checked="" type="checkbox"/>	DPR5006540	01/01/2023	01/01/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by

contract.**

Proof of Insurance.

DS
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2/15/2023

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

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

Open A. Ryan

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/13/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Hector Polanco	
	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com		
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance Company	
	INSURER B : Hanover American Insurance Company	
	INSURER C : XL Specialty Insurance Company	
	INSURER D : North American Capacity Insurance Co.	
	INSURER E : Allmerica Financial Benefit Ins. Co.	
INSURER F :		NAIC #

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ZH2D78128004	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Stop Gap \$1,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW2D78128705	01/01/2023	01/01/2024	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UH2D78128104 UH2D78128104 01	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WM2D78128904	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liab		<input checked="" type="checkbox"/>	DPR5006540	01/01/2023	01/01/2024	\$5,000,000 per claim
	Incl. Pollution						\$5,000,000 annl aggr.
D	Cyber Liability			C4LQV204032CYBER	01/01/2023	01/01/2024	\$4,000,000 occ./aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.**

RE: KAI PN 24846 - City of Alameda On-Call Services 2020. The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501-0000

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

Open A. Ryan

DESCRIPTIONS (Continued from Page 1)

of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies provides a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

POLICY: ZH2D78128004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, 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 sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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;
 - (8) "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:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) 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.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

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

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. **Exclusions**, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZH2D78128004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.
- (3) 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:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) 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 of 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

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 damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZH2D78128004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

(1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph **A.a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2023 standard time, forms a part of

Policy No. WM2D78128904 of the Hanover American Ins Co.
(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

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

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

Schedule

AK,AZ,DC,FL,ID,IL,MD,MA,MO,NY,NC,OR,PA,VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

POLICY: AW2D78128705 | ZH2D78128004 | UH2D78128104

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION to designated ENTITY(S)
(Including Nonpayment of Premium)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Any Person or Organization to Whom you have agreed in a written contract (See form 221-0163)	The Address for that person or organization included in such written request from you to us.	30

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY: AW2D78128705 | ZD2D78128004 | UH2D78128104

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is agreed that the following complete wording for from 401-1236:

Any person or Organization to Whom you have agreed in a written contract that notice of cancellation or non-renewal of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the Name and Address of such person or organization, after the First Named Insured receives notice from us of Cancellation or Non-Renewal of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this schedule.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Issued to Kittelson & Associates Inc.

Countersigned by

Authorized Representative of the Company



POLICY: AW2D78128705

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

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

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph **C. "Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

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

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 10th day of NOV., 2020 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation (the "City"), and Kittelson & Associates, Inc., an Oregon Corporation whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (the "Provider"), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City is in need of the following services: roundabouts review and analysis. On December 19, 2019, City staff issued a Request for Qualifications (RFQ) for on-call consulting services for transportation planning and engineering services, and after a submittal period of 42 days received 19 timely responses to the RFQ. Staff reviewed the qualifications, created a list of 13 qualified on-call transportation planning and engineering services consultants based on criteria described in the RFQ, and selected the service provider that best meets the City's needs from the list.
- C. Provider is specially trained, experienced and competent to perform the special services on roundabouts, which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for roundabouts review and analysis upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the 10th day of NOV. 2020, and shall terminate on the 30th day of June, 2025, 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. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total compensation for this Agreement shall not exceed \$37,850.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation,

military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.

OS
SMJ

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

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

(4) Professional Liability:

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

\$1,000,000 each occurrence

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of

private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2-\$5,000,000 per occurrence or claim; and \$3-\$10,000,000 per aggregate.

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement 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 his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and 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 his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892 / gpayne@alamedaca.gov

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

Kittelsohn & Associates
155 Grand Avenue, Suite 505
Oakland, CA 94612
ATTENTION: Erin M. Ferguson, PE, RSP – Principal Engineer
Ph: (510) 433-8066 / eferguson@kittelsohn.com

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

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892 / gpayne@alamedaca.gov

18. SAFETY:

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

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following

information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws,

orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

25. CAPTIONS:

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

26. 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.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

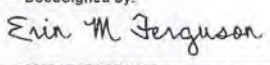
28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

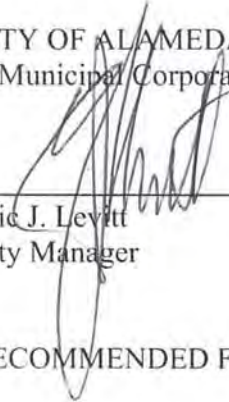
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

KITTELSON & ASSOCIATES
An Oregon Corporation

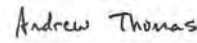
DocuSigned by:

93351E1E1A8E2A405
NAME Erin M. Ferguson
TITLE Principal Engineer

NAME
TITLE


CITY OF ALAMEDA
A Municipal Corporation


Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

D0DE1815B92B4C5
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney


Celena H. Chen
Chief Planning Counsel



155 GRAND AVENUE, SUITE 505
OAKLAND, CA 94612
P 510.839.1742 F 510.839.0871

October 19, 2020

Project #: 24846.01

Ms. Gail Payne
Senior Transportation Coordinator
City of Alameda, CA

RE: Roundabout Review and Analysis

Dear Ms. Payne,

We are excited to bring our roundabout expertise to the City of Alameda to help the City advance its efforts to improve roadway safety for all road users.

Kittelison & Associates, Inc. (Kittelison) has authored the first and second editions of the national roundabout planning, operations and design guide, *Roundabouts: An Informational Guide*. We are also leading the update that guide to produce the third edition. We led and completed the most recent research on roundabout operations and safety performance in the U.S. (NCHRP Project 03-65, NCHRP Project 17-70). We also led and completed the most recent research on serving visually impaired pedestrians at roundabouts (NCHRP Project 03-78a and NCHRP Project 03-78b).

In addition to our strong history of research and guidance documents related to roundabouts, we also routinely apply that knowledge to projects helping local and state agencies assess the feasibility of roundabouts, designing roundabouts (from planning through final design), and establishing policies to objectively evaluate roundabouts vs. other intersection forms.

The staff leading this work for you are the same staff that have been involved in the research and previous efforts to evaluate, design and help implement roundabouts where they will provide benefits. I will be the project manager for this task order and also led NCHRP Project 17-70 which evaluated roundabout safety performance in the U.S. Brian Ray will be a technical advisor for this work. He has designed numerous roundabouts across the United States and is currently leading the update to the *Roundabout: An Informational Guide*.

The following presents a proposed scope of work and fee. We look forward to hearing from you.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Erin M. Ferguson'.

Erin M. Ferguson, PE, RSP
Principal Engineer

SCOPE OF WORK

TASK 1: PEER REVIEW

Purpose: Review and provide comments on the roundabout concept designs included in the Central Avenue Complete Streets project.

Task 1.1 Obtain Available Information

Kittelson will request and obtain the available information from the City regarding the draft roundabout concepts designs and proposed complete streets design for Central Avenue. Ideally this information will include the horizontal geometry proposed for the roundabouts and the cross-sections proposed for Central Avenue. We assume these files can be provided to-scale and in a CAD or similar file format. We will also request any supporting analysis or design checks already completed for the roundabouts such as traffic operations analysis, truck turning templates, and speed checks.

Task 1.2 Conduct Review and Provide Comments

Kittelson will review the information obtained in Task 1.1 and provide comments on the roundabout concept designs as it relates to the lane configurations, horizontal alignment, size of the roundabout, roundabout design features (e.g., length and width of splitter islands), ability to accommodate trucks, and ability to manage vehicle speeds. We will document in our comments in a brief memorandum with supporting mark-ups of the roundabout designs as needed to support the comments. We will conduct a conference call with the City to discuss the comments.

Deliverables:

- Brief memorandum documenting comments on the roundabouts
- Conference call with the City to discuss comments

TASK 2: CITYWIDE SCREENING OF POTENTIAL ROUNDABOUT LOCATIONS

Purpose: Identify locations where roundabouts would help reduce the likelihood of crashes and are likely to be feasible to construct

Task 2.1 Identify Screening Criteria and Obtain Data

Kittelson will propose screening criteria for use to identify potential locations for roundabouts across the City. The screening criteria are likely to include the high-injury-network (HIN), bus routes (as a surrogate for social equity), City's Social Vulnerability Index, school routes, designated bikeways (existing and planned), and geographic equity. Kittelson will provide a memo to the City documenting the screening criteria and its proposed application for identify potential locations for roundabouts. We will conduct a conference call with the City to discuss the proposed criteria and approach.

Kittelson will work with the City to obtain the data and information needed to conduct the screening. We assume that the criteria will use data and information already available and will not require new data collection.

Task 2.2 Conduct Screening

Using the information obtained in Task 2.1 and agreed upon approach with the City, Kittelson will screen the street network to identify potential locations for roundabouts to identify the top ten most likely locations. We will then review those locations using Google Earth aerial imagery to do a high-level assessment of feasibility to construct a roundabout based on surrounding land use and potential footprint of a roundabout at that location. We will document our findings in a memorandum for the City including supporting maps of the locations identified. We will conduct a conference call with the City to discuss the findings.

The following locations have already been identified by City staff as potential locations for roundabouts:

- City staff plan to study a roundabout as part of the Clement Avenue Extension project at Tilden Way/Blanding Avenue/Fernside Blvd.
- City staff are proposing roundabouts as part of the Central Avenue Safety Improvement Project at 1) Main Street/Pacific Avenue; 2) Third Street/Taylor Avenue; 3) Sherman Street/Encinal Avenue; 4) Fourth Street (potential).
- The City Council voted on a roundabout as the long-term solution at Otis Drive/Grand Street.
- City staff are proposing a roundabout at Mecartney Road/Island Drive.

Deliverables:

- Screening Criteria and Approach Memorandum
- Conference Call with City to Discuss Screening Criteria and Approach
- Findings Memorandum
- Conference Call with the City to Discuss Findings
- Up to Two Presentations to the Transportation Commission and City Council to Discuss Findings, Roundabout Benefits (Including Pedestrian and Bicycle Considerations), and Cost

TASK 3: POLICIES RELATED TO ROUNDABOUTS AND TRAFFIC CIRCLES

Purpose: Identify potential policies the City could incorporate into its General Plan that speak to roundabouts as intersection form and useful countermeasure for improving roadway safety.

Task 3.1 Review Existing Policies

Kittelson will review the existing General Plan policies as they relate to understand to what extent roadway safety and engineering facilities or traffic control devices are discussed. This will inform where and how additional policies related to roundabouts and traffic circles may fit within the existing ones. Kittelson will also share with the City example roundabout policies from other places across the U.S., such as Bend, OR where roundabouts are a more commonly used intersection form.

Task 3.2 Suggested New Policies

Based on the review in Task 3.1 and best practices in the U.S., Kittelson will prepare and provide to the City suggested policies that could be integrated into the City's General Plan. We will conduct a conference call with the City to discuss the suggested policies.

Deliverables:

- Memorandum with Suggested New Policies

TASK 4: NEIGHBORHOOD TRAFFIC CIRCLES

Purpose: Define neighborhood traffic circles as a intersection control form distinct from roundabouts. Analyze the temporary traffic circles and provide input on best practices for their use.

Task 4.1 Define Neighborhood Traffic Circles

Kittelson will define what a neighborhood traffic circle is relative to a roundabout. We will identify and synthesize resources for best practices related to considering, designing, and implementing neighborhood traffic circles. We will provide this information to the City for their future use in the form a memorandum.

Task 4.2 Assess Slow Streets Neighborhood Traffic Circles

We will evaluate the City's designated slow streets to identify intersections where temporary traffic circles may be appropriate to implement. We will use the best practices summarized as part of Task 4.1 as part of this task. The purpose will be to demonstrate the use of that material and also arrive at an initial assessment of where neighborhood traffic circles could be beneficial. Given aerial imagery of neighborhood streets is often difficult to discern due to trees and shadows across the smaller intersections, we assume a day of field work for this subtask. We will document our findings in a memorandum and conduct a conference call with the City regarding the findings.

Deliverables:

- Definition and Best Practices Memorandum
- Findings Memorandum
- Conference Call with the City to Discuss Findings

BUDGET

The total budget for the tasks described above is \$37,850. The breakdown by task, staff, and hours is shown below.

Notes	Ray, Brian	Ferguson, Erin	Lewis, Laurence	Alston, Mike	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
	BLR	EMF	LVL	MGA		
Task 1 Peer Review						
1.1 Obtain Available Information	1	2		4	7	\$1,430
1.2 Conduct Review and Provide Memorandum	2	6	2	12	22	\$4,500
Reimbursable Expense						\$0
Task #001 - Subtotal	3	8	2	16	29	\$5,930
Task 2						
2.1 Identify Screening Criteria and Obtain Data		8		12	20	\$3,920
2.2 Conduct Screening and Provide Memorandum	6	24	6	40	76	\$15,640
Reimbursable Expense						
Task #002 - Subtotal	6	32	6	52	96	\$19,560
Task 3						
3.1 Review Existing Policies	1	2		4	7	\$1,430
3.2 Suggested Policies Memorandum	1	2	2	6	11	\$2,250
Reimbursable Expense						\$0
Task #003 - Subtotal	2	4	2	10	18	\$3,680
Task 4						
4.1 Define Neighborhood Traffic Circles	2	2		6	10	\$2,040
4.2 Assess Slow Streets for Neighborhood Traffic Circles	2	12	2	16	32	\$6,640
Reimbursable Expense						\$0
Task # - Subtotal	4	14	2	22	42	\$8,680
TOTAL HOURS	15	58	12	100		
LABOR RATE	\$290.00	\$250.00	\$250.00	\$160.00	TOTAL HOURS	TOTAL LABOR
LABOR COST	\$4,350	\$14,500	\$3,000	\$16,000	185	\$37,850

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES

\$0

TOTAL KAI FEES

\$37,850

TOTAL SUB FEES

\$0

TOTAL PROJECT BUDGET

\$37,850



Corporate Resolution of Signing Authority 9.23.20.pdf

DocVerify ID: 2370BA20-BA0E-4CAD-A500-4807953D694F
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E-Signature Summary

E-Signature 1: Brandon (BLN)

September 25, 2020 10:07:50 -5:00 [0D577EA85A46] [108.56.160.217]
bnevers@kittelson.com (Principal) (Personally Known)

E-Signature Notary: Bonnie Lee Clark (blc)

September 25, 2020 10:07:50 -5:00 [E9CA5ABDA46C] [72.83.103.43]
bclark@kittelson.com

I, Bonnie Lee Clark, did witness the participants named above electronically sign this document.



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**CORPORATE RESOLUTION OF SIGNING AUTHORITY
KITTELSON & ASSOCIATES, INC.**

The undersigned, being the Chief Executive Officer of Kittelson & Associates, Inc., an Oregon corporation (the "Company"), does hereby certify that at a meeting of the Board of Directors of the Company duly called and held on September 23, 2020 at which a quorum was present and acted throughout, the Board of Directors adopted the following resolution, which has not been modified or rescinded:

WHEREAS, pursuant to Article 2.1 of the Company's Amended and Restated Bylaws, adopted by the Board of Directors on June 13, 2017, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Company's Board of Directors.

RESOLVED, that the following officers of the Company are hereby authorized to sign any and all documents as may be necessary to represent the business interests of the Company:

Brandon L. Nevers, President, Chief Executive Officer, Director
Karl A. Passetti, Vice President, Chairman of the Board
Lawrence A. Van Dyke, Vice President, Chief Financial Officer
Marc A. Butorac, Vice President, Secretary, Director
David L. Mills, Vice President
Edward J. Myers, Vice President

RESOLVED, that in addition to the aforementioned officers, the following individuals are hereby authorized to execute business solicitations, client contract documentation, and consultant contract documentation on behalf of the Company:

Michael N. Aronson	James M. Hughart	Bastian J. Schroeder
Justin A. Bansen	Wayne K. Kittelson	Conor M. Semler
Chris. L. Brehmer	Julia A. Kuhn	Jason A. Simmers
Scott G. Beaird	Felipe Ladron de Guevara	Damian Stefanakis
Adam M. Burghdoff	Kevin S. Lee	Hermanus J. Steyn
Ryan J. Cunningham	Laurence B. Lewis	Christopher B. Tiesler
Andrew J. Daleiden	Jane Lim-Yap	Mark A. Vandehey
Sonia A. Daleiden, Director	Eric D. Lindstrom	John Paul Weesner
Richard G. Dowling	Bailey R. Lozner	Wende L. Wilber
Timothy A. Erney	Dorret C. Oosterhoff	Susan L. Wright
Erin M. Ferguson	Brian L. Ray	Y. Vamshi Krishna
John R. Freeman, Jr.	John R. Ringert	Anthony S. Yi, Director
Jessica A. Josselyn	James M. Schoen	

RESOLVED, that this Resolution supersedes all previous resolutions passed by the Board of Directors and/or previous consents of the Board of Directors relevant to signing authority.

Dated this 25th day of September 2020.

By: Brandon
Brandon L. Nevers, Chief Executive Officer

[See Attached Notarial Certificate]

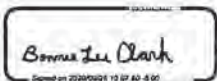
2370BA20-BA0E-4CAD-A500-4807953D694F --- 2020/09/24 14:31:04 -5:00 --- Remote Notary

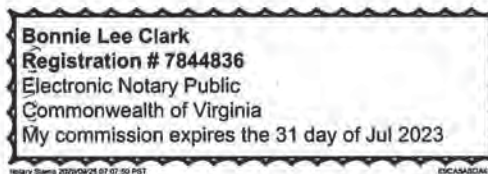


NOTARIAL CERTIFICATE

State of Virginia
County of Fairfax

Signed before me on September 25th, 2020 by Brandon L. Nevers, Chief Executive Officer of Kittelson & Associates, Inc.

 Virginia
Notary Public – State of _____



Document Description

This certificate is attached to Kittelson & Associates, Inc's Corporate Resolution of Signing Authority, dated September _____, 2020, consisting of one page.

2370BA20-BA0E-4CAD-A500-4807953D694F --- 2020/09/24 14:31:04 -5:00 --- Remote Notary



Client#: 763494

KITTEASC

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/26/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Tracy Taylor PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com														
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C: Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Massachusetts Bay Insurance Company	22306	INSURER B: Hanover Insurance Company	22292	INSURER C: Allmerica Financial Benefit Ins. Co.	41840	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Beazley Insurance Company, Inc.	37540	INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X X	ZD2D78128001	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Stop Gap/EL \$1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	AW2D78128702	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	X X	UH2D78128101 (Follow Form)	01/01/2020	01/01/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WM2D78128901	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Incl: Polution	X	DPR9952917	01/01/2020	01/01/2021	\$5,000,000 per claim \$5,000,000 annl aggr.
E	Cyber Liability		V29BB5200101	01/01/2020	01/01/2021	\$2,000,000/claim/aggr

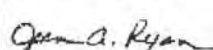
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: KAI PN 24846 - City of Alameda On-Call Services 2020.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile (See Attached Descriptions)

OK 11/3/20
JC

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda 2263 Santa Clara Avenue, Room 190 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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DESCRIPTIONS (Continued from Page 1)

Liability policies provides a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
ANY PERSON OR	THE ADDRESS FOR THAT	30
ORGANIZATION TO WHOM	PERSON OR ORGANIZATION	
(SEE FORM 331-0230	INCLUDED IN SUCH WRITTEN	
FOR COMPLETE NAME)	REQUEST FROM YOU TO US	

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

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

Endorsement Effective
1/1/2020

Policy No.
WM2 D781289

Insured Kittelson & Associates, Inc.

Insurance Company Allmerica Financial Benefit Insurance Company

Countersigned
By



MANUSCRIPT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
IT IS AGREED THAT THE COMPLETE NAME FOR THE NOTICE OF CANCELLATION TO THE
DESIGNATED ENTITY(S) FORM 331-0341(09/11) IS AS FOLLOWS:

DESIGNATED ENTITY:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL
BE GIVEN, BUY ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING
THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE
FIRST INSURED RECEIVES FROM US OF CANCELLATION OR NON-RENEWAL OF
THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

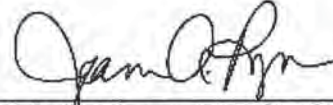
Effective 1/1/2020 this endorsement forms a part of Policy No. WM2 D781289-01

Issued to Kittelson & Associates Inc

By Allmerica Financial Benefit Insurance Company

Date of Issue

Countersigned by



Authorized Representative of the Company

331-0230 1003

Page 1 of 1

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ZD2D78128001 | AW2D78128702 | UH2D78128101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION to designated ENTITY(S)
(Including Nonpayment of Premium)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Any Person or Organization to Whom you have agreed in a written contract (See form 221-0163)	The Address for that person or organization included in such written request from you to us.	30

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is agreed that the following complete wording for from 401-1236:

Any person or Organization to Whom you have agreed in a written contract that notice of cancellation or non-renewal of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the Name and Address of such person or organization, after the First Named Insured receives notice from us of Cancellation or Non-Renewal of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this schedule.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 01/01/2020

this endorsement forms a part of Policy No. ZD2 D781280 01

Issued to Kittelson & Associates Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by

Authorized Representative of the Company



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to, Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B 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.
- (3) 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:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) 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 of 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

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 damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

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

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

- testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, 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 sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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;
 - (8) "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:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) 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.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
- 1. Required by the contract or agreement described in Paragraph a.; or

- 2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

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

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph n. is replaced by the following:

n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
 - (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT AND PER LOCATION WITH CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Aggregate: \$ 10,000,000
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION III – LIMITS OF INSURANCE, paragraph 2.:

The General Aggregate Limit applies separately to:

- a.** Construction projects away from premises owned or rented to you; and
- b.** Each "location" owned by or rented to you.

If the Schedule above is completed, however, a Policy Aggregate Limit applies. The most we will pay for the sum of all damages, except for damages included in the "products-completed operations hazard", regardless of the number of insureds, claims made or "suits" brought, persons or organizations making claims or bringing "suits",

or "locations", is the Policy Aggregate Limit identified in the Schedule above.

B. This endorsement does not apply to damages included in the "products-completed operations hazard".

C. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

(a) The additional insured is a Named Insured under such other insurance; and

(b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

(1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph A.a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION** 2. b. of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. **Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. **COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to **PHYSICAL DAMAGE COVERAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

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

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "underlying insurance" which the insured becomes legally obligated to pay as damages, provided:
 - (1) Such damages are covered by "underlying insurance";
 - (2) The event which triggers coverage on the "underlying insurance" takes place during the policy period of this insurance, and
 - (3) The applicable Limit of Insurance of the "underlying insurance" is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of "underlying insurance" is exhausted by payment for damages to which this insurance does not also apply.
- b. We will not pay damages that the "underlying insurance" does not pay for any reason other than exhaustion of limits of the "underlying insurance" by payment of judgments, settlements, related costs or expenses.
- c. The terms and conditions of the "underlying insurance" in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.
- d. The amount we will pay for damages is limited as described in section VI. **LIMITS OF INSURANCE.**

- e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of "underlying insurance", or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section

II. DEFENSE AND SETTLEMENT and section V. **SUPPLEMENTAL PAYMENTS.**

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "retained limit" shown in the Declarations which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" to which this coverage applies, provided:

(1) The:

- (a) "Bodily injury" or "property damage" is caused by an "occurrence"; or
- (b) "Personal injury" and "advertising injury" is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section IV, **COVERAGE TERRITORY;**

- (2) The "bodily injury" or "property damage" occurs during the policy period, and the offense causing "personal injury" or "advertising injury" is first committed during our policy period; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 1/1/2020	Countersigned By: 
Named Insured: Kittelson & Associates, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDITIONAL INSURED PER WRITTEN AGREEMENT, CONTRACT OR PERMIT

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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COMMERCIAL GENERAL LIABILITY
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. You 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. If a claim is made or "suit" is brought against any insured, you must:

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

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

- c. 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. 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.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(3) 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:

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

(4) 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY
POLICY –
ARCHITECTS, CONSULTANTS AND ENGINEERS**

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 5. of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED'S directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

B. Contractors Pollution Legal Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed on or after to the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and

2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

This endorsement, effective 12:01 a.m., 01/01/2020 forms a part of
Policy No. DPR9952917
Issued to Kittelson & Associates, Inc.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide thirty (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/20 at 12:01am standard time, forms a part of

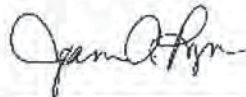
Policy No. WM2 D781289

of the

Allmerica Financial Benefit Insurance Company

(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

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

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

Schedule

AK,AZ,DC,FL,ID,IL,MD,MA,MO,NY,NC,OR,PA,VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

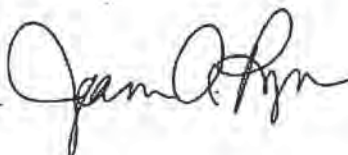
Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2020
Insured
Kittelson & Associates, Inc.

Policy No. WM2 D781289
Insurance Company

Countersigned By _____



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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 01 06 A (Ed. 4-92)

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
COVERAGE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2020
(Date)

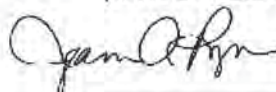
at 12:01 A.M. standard time, forms a part of

Policy No. WM2 D781289 of the

Allmerica Financial Benefits Insurance Company

(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal worker's or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), **C. Exclusions**, exclusion 8., does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
NY	78.8%
VA	73.0%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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

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

Endorsement Effective 1/1/2020

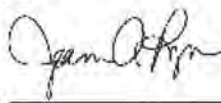
Policy No. WM2 D781289

Insured Kittelson & Associates Inc.

Allmerica Financial Benefit Insurance Company

Insurance Company

Countersigned by



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FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 29th day of June, 2021 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “**City**”) and KITTELSON & ASSOCIATES, INC., an Oregon corporation, whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

- A. On November 10, 2020, an agreement was entered into by and between City and Provider (hereinafter “**Agreement**”) in an amount not to exceed \$37,850.
- B. City and Provider desire to further modify the Agreement to extend the term and contract amount on the terms and conditions set forth herein.

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

1. Section 2 (“**Services to be Performed**”) of the Agreement is modified to read as follows:

“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 Exhibits A and A1 as requested. The Provider acknowledges that the work plan included in Exhibits A and A1 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

2. Section 3 (“**Compensation To Provider**”), subsection b., of the Agreement is modified to read as follows:


“b. The total compensation for the work under this First Amendment is not to exceed \$37,120. Total compensation for this Agreement is not to exceed \$74,970.”

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

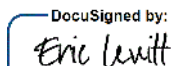
Signatures on Next Page

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

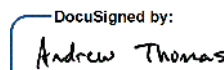
KITTELSON & ASSOCIATES, INC.
An Oregon Corporation

DocuSigned by:

E4D11F2008054AE...
Erin M. Ferguson
Principal Engineer

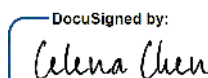
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:

6/29/2021
E4D11F2008054AE...
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDDE1815B92B4C5...
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

4CA7AB2DC85F444...
Celena Chen
Chief Planning Counsel



155 GRAND AVENUE, SUITE 505
OAKLAND, CA 94612
P 510.839.1742 F 510.839.0871

May 28, 2021

Project #: 24846.01

Ms. Gail Payne
City of Alameda

RE: Citywide Roundabout Analysis – Contract Amendment #1

Kittelison & Associates, Inc. (Kittelison) has been under contract with the City of Alameda to provide transportation services related to conducting roundabout peer review for proposed roundabouts along Central Avenue; screening locations within the City to identify additional potential locations for roundabouts; preparing guidance for roundabout related policies; and providing guidance related to neighborhood traffic circles.

Our initial contract was for \$37,850, to be billed on a time-and-materials basis, based on the scope of work identified in our contract dated November 10, 2020.

Per our discussions with City staff based on other City needs that have arisen related to roundabout implementation, Kittelison is prepared to further assist the City with the following tasks:

- **ICE Review and Community Engagement** for a project at Island Drive / Mecartney Road;
- **Design Modification Analysis** at the approved Central Avenue / Sherman Street / Encinal Avenue roundabout; and
- **Grant writing** to help fund roundabout projects.

The following amendment (Amendment #1) is proposed to add these tasks to the existing scope of work. The budget for Amendment #1 is estimated at \$37,120 to be billed as time and materials. Payment and terms shall be consistent with the terms and conditions of the initial agreement (dated November 10, 2020). Please review the attached amendment to the professional services agreement. If the agreement is satisfactory, please return a signed copy. One executed original will be returned for your records.

We look forward to hearing from you.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Erin M. Ferguson'.

Erin M. Ferguson, PE, RSP
Principal Engineer

A handwritten signature in blue ink, appearing to read 'Mike Alston'.

Mike Alston, RSP
Engineering Associate

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT #: 24846.01**PROJECT NAME:** Alameda Citywide Roundabout Analysis**PROJECT BUDGET:** As of May 28, 2021

Contract	Amount
Current Authorized Amount	\$37,850
Requested Amendment #1 Budget	\$37,120
Revised Authorized Amount	\$74,970

AUTHORIZATION:

The City of Alameda may opt to use their own Amendment terms, but if not then the following signature authorizes Kittelson to proceed.

This amendment amends that Professional Services Agreement dated November 10, 2020 (the "Agreement"), and any prior amendments, by (1) authorizing Kittelson & Associates, Inc. to perform services in addition to the services described in **Part "A"** of the Agreement (See attached Amendments to Part "A") and (2) increasing the **Current Authorized Amount** (shown above) to an amount not to exceed the **Total Authorized Amount** shown above. Except as otherwise stated in this amendment, the terms, conditions, and provisions of the Agreement remain unaltered by this amendment.

Accepted for:

CITY OF ALAMEDA_____
Signature_____
Print Name_____
Title_____
Date

Approved for:

KITTELSON & ASSOCIATES, INC._____
Signature_____
Print Name_____
Title_____
Date**Project Manager:** Erin Ferguson

AMENDMENTS TO PART “A” SCOPE OF WORK

The following sections present the additional work that is covered in this amendment. Additionally, the approved scope of work is included in Attachment A.

TASK 5: ICE REVIEW AND COMMUNITY ENGAGEMENT

Purpose: Engage community members and stakeholders regarding a proposed project at Island Drive / Mecartney Road intersection.

Kittelson understands that a potential project at Island Drive/Mecartney Road was studied and documented in a December 11, 2019, intersection control evaluation (ICE). The ICE included traffic operations analysis, which showed improved operations for a roundabout concept compared to existing all-way stop conditions or proposed traffic signal conditions. The ICE also provided preliminary concepts and cost estimates for both a roundabout and signal alternative. The City would like to engage community members and stakeholders regarding a project at this location.

Kittelson would help the City engage the community through the following tasks:

Task 5.1 Review ICE Documentation

Kittelson will review the existing ICE documentation to confirm findings and recommendations before engaging the community on a potential project. Kittelson will:

- Use the available data from the ICE to review and verify traffic operations analysis and findings.
- Review and provide comments on the proposed concept designs as they relate to lane configurations, horizontal alignments, size, and roundabout performance checks.
- Conduct a conference call with the City to review findings and discuss any modifications necessary before proceeding with outreach and engagement efforts.
- Document any relevant adjustments Kittelson recommends to the existing ICE analysis, findings, and recommendations (ICE review memorandum). Kittelson will respond to one set of City comments on a draft of this memorandum.

Deliverables:

- Draft and Final ICE Review Memorandum
- Conference Call with City Staff

5.2 Outreach and Engagement

Kittelson will assist the City in engaging members of the Bay Farm Island community on the proposed project and considerations. The City will plan, schedule, and advertise the community meetings. Kittelson will present at the community meetings.

This will include:

- Participation in up to four community meetings with homeowner's associations (HOAs) or other relevant stakeholder groups identified by the City. Kittelson will prepare and use the same presentation of project recommendations and roundabout educational information that may be revised slightly between presentations.
- Presentation of findings and recommendation to the Transportation Commission (TC) and to City Council (CC). The presentation to the City Council will be adapted from the HOA presentations to include a summary of outreach and engagement activities.

Assumptions:

- Each community meeting will be 2 hours long and will be conducted virtually (no travel time included).
- The TC and CC meetings are each expected to last four hours and will be conducted virtually (no travel time included).

Deliverables:

- Present at up to four virtual community meetings
- Present at one TC meeting and one CC meeting

TASK 6: DESIGN MODIFICATION ANALYSIS

Purpose: Analyze potential for roundabout design modifications at Central Avenue / Sherman Street / Encinal Avenue related to potential right-of-way acquisition.

Kittelson will review the design approved by the City Council at the April 20, 2021 meeting to determine whether design modifications would be possible with the acquisition of a portion of the Mobil station on the east side of the intersection. Kittelson will provide design markups and recommendations related to roundabout inscribed circle diameter size and location that relate to desired performance outcomes. Kittelson will also host a call with the City to present recommendations related to right-of-way acquisition and the ability to improve the proposed design.

Assumptions:

- The City will provide Kittelson with the current roundabout design graphic at scale overlaid over property lines.

Deliverables:

- Design markups indicating potential for design modifications
- Call with City to discuss findings and recommendations

TASK 7: GRANT WRITING

Purpose: Support the City in obtaining funding for proposed roundabout projects.

Kittelson will help the City of Alameda develop grant applications to fund proposed roundabout projects for implementation. Kittelson will work with the City to identify the appropriate grant opportunities and develop supportive materials, which may include:

- Planning-level cost estimates
- Summarized crash history and benefit-cost ratios applicable to, for example, the California Highway Safety Improvement Program (HSIP) or Active Transportation Program (ATP) grants

Kittelson will work with the City to identify the items needed for targeted grant applications and will provide up to \$5,000 of support on these tasks.

BUDGET

The total budget for the tasks described above is \$37,120. The breakdown by task, staff, and hours is shown below.

Task-Sub Task	Notes	Staff	Ray, Brian	Lewis, Laurence	Ferguson, Erin	Alston, Mike	Polikakhina, Polina	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			BLR	LVL	EMF	MGA	POP		
005-1	Review ICE Documentation								
	Review ICE operations findings			1	2	6	8	17	\$2,830
	Review and comment on cost estimates		2		2	4		8	\$1,720
	Draft and final ICE review memo			1	2	6	7	16	\$2,690
	Conference call and preparation				2	2		4	\$820
	Reimbursable Expense								\$0
	Task #005-1 - Subtotal		2	2	8	18	15	45	\$8,060
5-2	Outreach and Engagement								
	Prepare for community meetings (presentation and coordination)				10	12	2	24	\$4,700
	Participate in Community Meetings				8	8		16	\$3,280
	Prepare for TC and CC (presentation and coordination)				4	4		8	\$1,640
	Participate in TC and CC meetings				8	8		16	\$3,280
	Coordination			2	2	4		8	\$1,640
	Reimbursable Expense								\$0
	Task #5-2 - Subtotal		0	2	32	36	2	72	\$14,540
6-1	Design Modification Analysis								
	Review and provide comments		6	2	8	16		32	\$6,800
	Conference call with City		2	2	4	4		12	\$2,720
	Reimbursable Expense								\$0
	Task #6-1 - Subtotal		8	4	12	20	0	44	\$9,520
7-1	Grant Writing								
	Tasks to be scoped				20			20	\$5,000
	Reimbursable Expense								\$0
	Task #7-1 - Subtotal		0	0	20	0	0	20	\$5,000
TOTAL HOURS			10	8	72	74	17	TOTAL HOURS	
LABOR RATE			\$290.00	\$250.00	\$250.00	\$160.00	\$140.00		TOTAL LABOR
LABOR COST								181	\$37,120

ATTACHMENT A: APPROVED SCOPE OF WORK



155 GRAND AVENUE, SUITE 505
OAKLAND, CA 94612
P 510.839.1742 F 510.839.0871

October 19, 2020

Project #: 24846.01

Ms. Gail Payne
Senior Transportation Coordinator
City of Alameda, CA

RE: Roundabout Review and Analysis

Dear Ms. Payne,

We are excited to bring our roundabout expertise to the City of Alameda to help the City advance its efforts to improve roadway safety for all road users.

Kittelison & Associates, Inc. (Kittelison) has authored the first and second editions of the national roundabout planning, operations and design guide, *Roundabouts: An Informational Guide*. We are also leading the update that guide to produce the third edition. We led and completed the most recent research on roundabout operations and safety performance in the U.S. (NCHRP Project 03-65, NCHRP Project 17-70). We also led and completed the most recent research on serving visually impaired pedestrians at roundabouts (NCHRP Project 03-78a and NCHRP Project 03-78b).

In addition to our strong history of research and guidance documents related to roundabouts, we also routinely apply that knowledge to projects helping local and state agencies assess the feasibility of roundabouts, designing roundabouts (from planning through final design), and establishing policies to objectively evaluate roundabouts vs. other intersection forms.

The staff leading this work for you are the same staff that have been involved in the research and previous efforts to evaluate, design and help implement roundabouts where they will provide benefits. I will be the project manager for this task order and also led NCHRP Project 17-70 which evaluated roundabout safety performance in the U.S. Brian Ray will be a technical advisor for this work. He has designed numerous roundabouts across the United States and is currently leading the update to the *Roundabout: An Informational Guide*.

The following presents a proposed scope of work and fee. We look forward to hearing from you.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Erin M. Ferguson'.

Erin M. Ferguson, PE, RSP
Principal Engineer

SCOPE OF WORK

TASK 1: PEER REVIEW

Purpose: Review and provide comments on the roundabout concept designs included in the Central Avenue Complete Streets project.

Task 1.1 Obtain Available Information

Kittelson will request and obtain the available information from the City regarding the draft roundabout concepts designs and proposed complete streets design for Central Avenue. Ideally this information will include the horizontal geometry proposed for the roundabouts and the cross-sections proposed for Central Avenue. We assume these files can be provided to-scale and in a CAD or similar file format. We will also request any supporting analysis or design checks already completed for the roundabouts such as traffic operations analysis, truck turning templates, and speed checks.

Task 1.2 Conduct Review and Provide Comments

Kittelson will review the information obtained in Task 1.1 and provide comments on the roundabout concept designs as it relates to the lane configurations, horizontal alignment, size of the roundabout, roundabout design features (e.g., length and width of splitter islands), ability to accommodate trucks, and ability to manage vehicle speeds. We will document in our comments in a brief memorandum with supporting mark-ups of the roundabout designs as needed to support the comments. We will conduct a conference call with the City to discuss the comments.

Deliverables:

- Brief memorandum documenting comments on the roundabouts
- Conference call with the City to discuss comments

TASK 2: CITYWIDE SCREENING OF POTENTIAL ROUNDABOUT LOCATIONS

Purpose: Identify locations where roundabouts would help reduce the likelihood of crashes and are likely to be feasible to construct

Task 2.1 Identify Screening Criteria and Obtain Data

Kittelson will propose screening criteria for use to identify potential locations for roundabouts across the City. The screening criteria are likely to include the high-injury-network (HIN), bus routes (as a surrogate for social equity), City's Social Vulnerability Index, school routes, designated bikeways (existing and planned), and geographic equity. Kittelson will provide a memo to the City documenting the screening criteria and its proposed application for identify potential locations for roundabouts. We will conduct a conference call with the City to discuss the proposed criteria and approach.

Kittelson will work with the City to obtain the data and information needed to conduct the screening. We assume that the criteria will use data and information already available and will not require new data collection.

Task 2.2 Conduct Screening

Using the information obtained in Task 2.1 and agreed upon approach with the City, Kittelson will screen the street network to identify potential locations for roundabouts to identify the top ten most likely locations. We will then review those locations using Google Earth aerial imagery to do a high-level assessment of feasibility to construct a roundabout based on surrounding land use and potential footprint of a roundabout at that location. We will document our findings in a memorandum for the City including supporting maps of the locations identified. We will conduct a conference call with the City to discuss the findings.

The following locations have already been identified by City staff as potential locations for roundabouts:

- City staff plan to study a roundabout as part of the Clement Avenue Extension project at Tilden Way/Blanding Avenue/Fernside Blvd.
- City staff are proposing roundabouts as part of the Central Avenue Safety Improvement Project at 1) Main Street/Pacific Avenue; 2) Third Street/Taylor Avenue; 3) Sherman Street/Encinal Avenue; 4) Fourth Street (potential).
- The City Council voted on a roundabout as the long-term solution at Otis Drive/Grand Street.
- City staff are proposing a roundabout at Mecartney Road/Island Drive.

Deliverables:

- Screening Criteria and Approach Memorandum
- Conference Call with City to Discuss Screening Criteria and Approach
- Findings Memorandum
- Conference Call with the City to Discuss Findings
- Up to Two Presentations to the Transportation Commission and City Council to Discuss Findings, Roundabout Benefits (Including Pedestrian and Bicycle Considerations), and Cost

TASK 3: POLICIES RELATED TO ROUNDABOUTS AND TRAFFIC CIRCLES

Purpose: Identify potential policies the City could incorporate into its General Plan that speak to roundabouts as intersection form and useful countermeasure for improving roadway safety.

Task 3.1 Review Existing Policies

Kittelson will review the existing General Plan policies as they relate to understand to what extent roadway safety and engineering facilities or traffic control devices are discussed. This will inform where and how additional policies related to roundabouts and traffic circles may fit within the existing ones. Kittelson will also share with the City example roundabout policies from other places across the U.S., such as Bend, OR where roundabouts are a more commonly used intersection form.

Task 3.2 Suggested New Policies

Based on the review in Task 3.1 and best practices in the U.S., Kittelson will prepare and provide to the City suggested policies that could be integrated into the City's General Plan. We will conduct a conference call with the City to discuss the suggested policies.

Deliverables:

- Memorandum with Suggested New Policies

TASK 4: NEIGHBORHOOD TRAFFIC CIRCLES

Purpose: Define neighborhood traffic circles as a intersection control form distinct from roundabouts. Analyze the temporary traffic circles and provide input on best practices for their use.

Task 4.1 Define Neighborhood Traffic Circles

Kittelson will define what a neighborhood traffic circle is relative to a roundabout. We will identify and synthesize resources for best practices related to considering, designing, and implementing neighborhood traffic circles. We will provide this information to the City for their future use in the form a memorandum.

Task 4.2 Assess Slow Streets Neighborhood Traffic Circles

We will evaluate the City's designated slow streets to identify intersections where temporary traffic circles may be appropriate to implement. We will use the best practices summarized as part of Task 4.1 as part of this task. The purpose will be to demonstrate the use of that material and also arrive at an initial assessment of where neighborhood traffic circles could be beneficial. Given aerial imagery of neighborhood streets is often difficult to discern due to trees and shadows across the smaller intersections, we assume a day of field work for this subtask. We will document our findings in a memorandum and conduct a conference call with the City regarding the findings.

Deliverables:

- Definition and Best Practices Memorandum
- Findings Memorandum
- Conference Call with the City to Discuss Findings

BUDGET

The total budget for the tasks described above is \$37,850. The breakdown by task, staff, and hours is shown below.

Notes	Ray, Brian	Ferguson, Erin	Lewis, Laurence	Alston, Mike	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
	BLR	EMF	LVL	MGA		
Task 1 Peer Review						
1.1 Obtain Available Information	1	2		4	7	\$1,430
1.2 Conduct Review and Provide Memorandum	2	6	2	12	22	\$4,500
Reimbursable Expense						\$0
Task #001 - Subtotal	3	8	2	16	29	\$5,930
Task 2						
2.1 Identify Screening Criteria and Obtain Data		8		12	20	\$3,920
2.2 Conduct Screening and Provide Memorandum	6	24	6	40	76	\$15,640
Reimbursable Expense						
Task #002 - Subtotal	6	32	6	52	96	\$19,560
Task 3						
3.1 Review Existing Policies	1	2		4	7	\$1,430
3.2 Suggested Policies Memorandum	1	2	2	6	11	\$2,250
Reimbursable Expense						\$0
Task #003 - Subtotal	2	4	2	10	18	\$3,680
Task 4						
4.1 Define Neighborhood Traffic Circles	2	2		6	10	\$2,040
4.2 Assess Slow Streets for Neighborhood Traffic Circles	2	12	2	16	32	\$6,640
Reimbursable Expense						\$0
Task # - Subtotal	4	14	2	22	42	\$8,680
TOTAL HOURS	15	58	12	100	TOTAL HOURS	TOTAL LABOR
LABOR RATE	\$290.00	\$250.00	\$250.00	\$160.00		
LABOR COST	\$4,350	\$14,500	\$3,000	\$16,000		
					185	\$37,850

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES

\$0

TOTAL KAI FEES

\$37,850

TOTAL SUB FEES

\$0

TOTAL PROJECT BUDGET

\$37,850

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 21st day of Dec., 2021 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “**City**”) and KITTELSON & ASSOCIATES, INC., an Oregon corporation, whose address is 155 Grand Avenue, Suite 505, Oakland, CA 94612 (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

- A. On November 10, 2020, an agreement was entered into by and between City and Provider (hereinafter “**Agreement**”) in an amount not to exceed \$37,850.
- B. On June 29, 2021, a First Amendment to Agreement was entered into by and between City and Provider (hereinafter “**First Amendment**”) to increase the compensation by \$37,120, for total compensation under the Agreement not to exceed \$74,970.
- C. City and Provider desire to further modify the Agreement to extend the contract amount on the terms and conditions set forth herein.

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

- 1. Section 2 (“**Services to be Performed**”) of the Agreement is modified to read as follows:

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

- 2. Section 3 (“**Compensation To Provider**”), subsection b., of the Agreement is modified to read as follows:

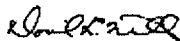
“b. The total compensation for the work under this Second Amendment is not to exceed \$270,906. Total compensation for this Agreement is not to exceed \$345,876.”

- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on Next Page

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

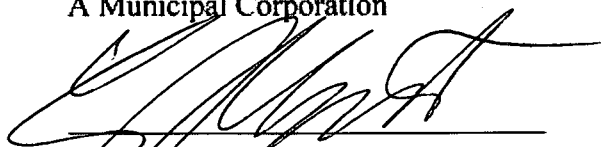
KITTELSON & ASSOCIATES, INC.
An Oregon Corporation



Digitally signed by David L. Mills
DN: cn=David L. Mills, o=Kittelson
and Associates, Inc., ou,
email=dmills@kittelson.com, c=US
Date: 2021.10.18 13:31:18 -07'00'

David L. Mills
Operations Leader

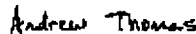
CITY OF ALAMEDA
A Municipal Corporation



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

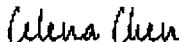


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Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



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Celena Chen
Chief Planning Counsel



155 Grand Avenue, Suite 505
Oakland, CA 94612
P 510.839.1742 F 510.839.0871

October 18, 2021

Project #: 24846.001

Ms. Gail Payne
Senior Transportation Coordinator
City of Alameda, CA

RE: Roundabout Project Development

Dear Gail:

Attached is a proposal for a contract amendment to add new work tasks. In Part 1 (Citywide Screening and Project Development), Kittelson will provide roundabout screening and project development based on our conversations with you about continuing to identify potential roundabout applications in the City and advancing promising locations into further project development stages. In Part 2 (Clement/Tilden Way Extension), Kittelson will conduct project scoping activities for the Clement Avenue Extension/Tilden Way Project ("Clement/Tilden project").

The Clement/Tilden project represents an opportunity to connect the Cross Alameda Trail to the Miller-Sweeney Bridge, improving nonmotorized transportation connections between Alameda and Oakland. The project also presents an opportunity to improve transit operations in support of existing AC Transit routes accessing Blanding Avenue and to improve existing truck routes by providing a direct connection between Clement Avenue and Tilden Way. These transportation improvements will help support the Northern Waterfront PDA and complete a key connection in the City's multimodal transportation network.

We are excited to continue to bring our roundabout expertise to the City of Alameda to help the City advance its efforts to improve multimodal connectivity and roadway safety for all road users. Kittelson & Associates, Inc. (Kittelson) provides experience and value at every step of the project development process. We have led and completed project planning, scoping, conceptual design, and final design projects at various scales. Our experience at each level of project development allows us to help clients identify and address critical issues in early stages of project development. In addition to our strong local history of project experience, we also develop national research and guidance documents that document and advance best practices in performance-based design.

Mike Alston will serve as the Project Manager and Erin Ferguson will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

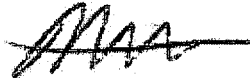
Please review this proposal at your earliest convenience. Thank you for the opportunity to propose on this project. If you have any questions, please call us at 510.433.8076.

FILENAME:

G: BASF

REUSE\TRANSPORTATION\ROUNDBABOUTS\CONTRACTS_KITTELSON_ROUNDABOUTS\CITYCOUNCIL_NOV16_2021\24846_AMENDMENT2_SCREENING
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Sincerely,
Kittelson & Associates, Inc.

A handwritten signature in black ink, appearing to read 'Mike Alston', with a horizontal line extending to the right.

Mike Alston, RSP
Senior Engineering Associate

A handwritten signature in black ink, appearing to read 'Erin Ferguson', with a horizontal line extending to the right.

Erin Ferguson, PE
Principal Engineer

PART A - SCOPE OF WORK

TASK 1: PROJECT INITIATION, COORDINATION, AND MANAGEMENT

Task Purpose: Provide active management of project tasks, including frequent communication, budget tracking, and proactive strategy for successful project completion.

Task 1.1: Kickoff Meeting

The Kittelson team will participate in one project initiation/kick-off meeting with City staff. The budget assumes one two-hour meeting with up to three consultant team members. The purpose of the meeting will be to confirm the scope of work and schedule for the project. Prior to the meeting, Kittelson will identify discussion topics and will provide a draft agenda to the City. Kittelson will provide meeting notes including summary of action items and decisions made at the meeting.

Task 1.1 Deliverables:

- Project initiation/kick-off meeting
- Agenda and meeting summary
- Project schedule

Task 1.2: Project Management and Administration

Throughout the study duration, Kittelson will utilize our in-house resources to actively manage the project, including our internal project budget and schedule management systems and will regularly keep the team informed on scope, budget, and schedule status. Kittelson will electronically submit monthly invoices and progress reports containing a summary of activities completed during the past month and those expected for the following month.

Task 1.2 Deliverables:

- Monthly invoices and progress reports

Task 1.3: Biweekly Check-in Meetings

Kittelson will conduct 30-minute biweekly conference calls with the City to provide an update regarding ongoing work, to identify any potential issues that require resolution, and to discuss upcoming milestones. The Kittelson team will develop the agenda for each meeting and will distribute notes outlining decisions, actions, and responsible parties after each meeting.

Task 1.3 Deliverables:

- Meeting agendas and summaries (Word/PDF format, or shared OneNote notebook)

SCREENING AND DEVELOPMENT

TASK 2: CITYWIDE SCREENING

Purpose: Building off the already completed Phase 1 citywide screening, identify locations along the remaining city arterial and collector roadways where roundabouts could be feasible to construct.

Task 2.1 Conduct Screening

Kittelson will conduct a network screening of the City's arterial and collector roadway network to identify locations where roundabouts would be feasible. Figure 1 shows the arterials and collectors in the City according to the City's Transportation Element of the General Plan. Kittelson will work with the City to identify any roadways that can be removed from a network screening if, for example, projects are already under consideration along certain corridors or if recent improvements have been made such as new traffic signals. Locations that already have been identified to date to exclude are as follows:

- Intersections already analyzed as part of phase 1 of the citywide roundabouts screening including Grand Street/Otis Drive, Tilden Way/Blanding Avenue/Fernside Boulevard, Fernside Boulevard/Encinal Avenue, Main Street/Appezzato Parkway, Atlantic Avenue/Constitution Way, Main Street/Willie Stargell Avenue and others;
- Alameda Point and Alameda Landing future roadways due to future developer lead and new General Plan policies directing developers to consider roundabouts;
- Central Avenue at Main Street/Pacific Avenue, Third Street/Taylor Avenue, Fourth Street/Ballena Boulevard and Sherman Street/Encinal Avenue (part of Central Avenue Safety Improvement Project);
- Clement Avenue (part of Clement Avenue Safety Improvement Project, Clement Avenue/Tilden Way project and Del Monte development project);
- Harbor Bay Parkway due to the new traffic signal investments;
- Lincoln Avenue/Marshall Way/Pacific Avenue corridor between Broadway and Main Street/Central Avenue/Pacific Avenue (evaluation is in process as part of the safety improvement project for this corridor);
- Mecartney Road/Island Drive (evaluation is in process as part of intersection improvement project);
- Park Street due to the Smart City traffic signal investments;
- Tilden Way between Blanding Avenue and Broadway (part of Clement Avenue/Tilden Way project); and
- Webster Street due to the Smart City traffic signal investments.

Kittelson will verify with the City the availability of any turning movement counts or traffic volume data which would help to inform Kittelson's assumptions regarding whether a roundabout would be a single-lane or multilane thereby changing the roundabout footprint. In the absence of data, Kittelson will use the approaching roadway cross-sections to determine whether a single- or multilane roundabout would adequately serve each intersection.

Figure 1: City of Alameda Major Arterial and Collector Roadway Network

Kittelson will develop a set of assumed inscribed circle diameters (ICDs) to test single- and multilane roundabout footprints at the intersections along these roadways. Using the scaled curb line and parcel data provided by the City, Kittelson will identify intersections where a roundabout may be feasible given the footprint and the extent of any potential right-of-way impacts. In locations where a multilane roundabout may be advisable, Kittelson will test a single- and multilane footprint.

Kittelson will document our findings in a memorandum (see Task 2.3) for the City including supporting maps of the locations identified as potentially feasible.

Task 2.2 Location-Specific Feasibility Assessment

For up to 10 locations where a roundabout footprint appears to be feasible to construct with minimal or no right-of-way conflicts, Kittelson will conduct a more detailed feasibility assessment. The assessment will include considering adjacent land uses, existing and planned bikeways, and any constructability issues. Discussion of site-specific feasibility will be incorporated into the findings memorandum. These top 10 locations will be prioritized using the City's high-injury corridors and intersections, bus routes, and bikeways.

Task 2.3 Findings Memorandum

Kittelson will prepare a draft memorandum documenting the screening and feasibility assessments and identifying locations on the major arterial and collector network where roundabouts would be a promising countermeasure. Upon City review of the memorandum and the initial citywide roundabout screening, Kittelson and the City will identify the two locations for further project development as part of task 3.

Task 2 Deliverables:

- Conference call with the City to discuss screening findings and findings memorandum
- Findings memorandum – draft and final
- Two selected locations for project development in Task 3

TASK 3: PROJECT DEVELOPMENT

*Purpose of task: Develop **roundabout concepts for two locations** to prepare projects for subsequent design and environmental clearance phases.*

Task 3.1 Task Kickoff Meeting

Kittelson will hold a kickoff meeting with City staff to discuss design objectives and constraints. Prior to the meeting, Kittelson will conduct a site visit to each of the two locations to field review the locations and understand project-specific context and planning and design needs.

Task 3.1 Deliverables

- Task kick-off meeting
- Agenda and meeting summary

Task 3.2 Concept Design Development

To develop roundabout concepts for each of the **two locations**, Kittelson will:

- Conduct a.m. and p.m. traffic operations analysis using the *Highway Capacity Manual* 6th edition methodology. The analysis will help to identify the appropriate roundabout lane configurations.
- Summarize volume-to-capacity ratios, queue lengths, delay, and level-of-service for the intersections with existing configurations and with the proposed roundabout concepts.
- Analyze future year traffic volumes at the study intersections to consider future capacity needs. Kittelson will extract relevant future year traffic volume estimates from the Alameda County travel demand model and will confirm appropriate volume estimates with the City in advance of the analysis.
- Prepare one scaled roundabout concept sketch depicted over aerial photography. The sketch will depict edges of the traveled way, key channelization, and central island configuration. The following geometric design elements will be assessed and incorporated into the concept design sketches developed:

- Roundabout location and size
 - Lane numbers and assignments
 - Horizontal alignment of approach treatments
 - Geometric principles of channelization
 - Conceptual striping
 - Pedestrian, bicycle, and bus design features
 - Performance checks for fastest path and design vehicle movements
- Prepare a summary of findings (in bullet points) and figures of each configuration.
 - Conduct one conference call with the City to discuss the concept designs and resultant project findings.

Task 3.2 Deliverables:

- Two scaled roundabout sketches, one at each location
- Performance checks indicating the fastest path and design vehicle checks
- Conference call to discuss concepts and findings

Task 3.2 Assumptions:

- Kittelson will work from available aerial imagery of sufficient resolution for 1 inch = 50 feet at the selected locations (ESRI or Google aerial, or other commercially available base map).
- The City will provide existing a.m. and p.m. turning movement data including pedestrian, bike, and truck classification and counts. The City will identify the desired design vehicles for each movement at each location.
- The City will provide crash data at the intersection and along approaching roadways for the most recently available five-year period.

Task 3.3 Design Refinement

Based on comments and revisions identified in Task 3.2, Kittelson will revise the conceptual design sketch for each of the two locations and provide a scaled sketch electronically following consultation with the City. These sketches will form the basis for developing subsequent horizontal plans in a future project phase that is not included in this scope. Kittelson will compile concept design findings and revised designs into a summary findings memorandum. Kittelson will revise the summary findings memorandum based on one consolidated set of City comments.

Task 3.3 Deliverables

- Revised concept designs, one at each location
- Findings memorandum documenting the roundabout concept sketches, constraints, and performance checks—draft and final

3.4: Commission and Council Hearings

Kittelson will support the City at one Transportation Commission meeting and one City Council meeting. Kittelson will prepare a presentation for the Transportation Commission meeting explaining the project process and outcomes and will present or assist the presentation. City staff can use or revise that presentation for the project's City Council hearing. Kittelson will attend the City Council meeting and be available for questions.

Task 3.4 Deliverables

- Attendance and support in developing materials for one Transportation Commission meeting and one City Council hearing.

Task 3.4 Assumptions:

- Kittelson will include up to two (2) staff members at each hearing. Each hearing is assumed to last up to four (4) hours.

Task 3.5 Grant Writing Support

Kittelson will work with the City to identify appropriate grant funding opportunities to pursue for roundabout projects. Kittelson will prepare supportive materials for the City to apply for up to two grant applications. These materials will include project descriptions, vicinity/location maps, project schematic layouts, collision summaries and diagrams, and planning-level cost estimates for each application (up to two total).

Task 3.5 Deliverables:

- Grant writing assistance task deliverables

TASK 4: PEER REVIEW

Purpose: Review and provide comments on the roundabout concept designs included in the Central Avenue Complete Streets project and for the Lincoln Avenue / Marshall Way / Pacific Avenue project.

Kittelson will obtain the available information from the City regarding the roundabout concepts and complete streets design for Central Avenue and for Lincoln Avenue / Marshall Way / Pacific Avenue, including the horizontal geometry proposed for roundabouts and the cross-sections proposed for the roadways. We will also request any supporting analysis or design checks already completed for roundabouts such as traffic operations analysis, truck turning templates, and speed checks.

Kittelson will review the information and provide comments on the roundabout concept designs as it relates to the lane configurations, horizontal alignment, size of the roundabout, roundabout design features (e.g., length and width of splitter islands), ability to accommodate trucks, and ability to manage vehicle speeds. We will document in our comments in a brief memorandum with supporting mark-ups of the roundabout designs as needed to support the comments. We will conduct a conference call with the City to discuss the comments.

Task 4 Assumptions:

- Concepts and files for peer review will be provided to-scale and in a CAD or similar file format.

- This task assumes up to three total rounds of review at either Central Avenue or Lincoln Avenue / Marshall Way / Pacific Avenue. For the latter project, one review would be comprised of up to four key intersection and a roadway cross-section design.

Task 4 Deliverables:

- Design markups indicating potential for design modifications
- Call with City to discuss findings and recommendations

PART B: CLEMENT/TILDEN WAY EXTENSION

TASK 5: DOCUMENT EXISTING CONDITIONS AND PROJECT UNDERSTANDING

Task Purpose: Confirm existing project area transportation conditions and site issues; verify key project outcomes and constraints.

Task 5.1 Existing Conditions Analysis

Kittelson will confirm and document existing conditions by acquiring and incorporating data provided by the City and collected in this task.

Kittelson will prepare an existing conditions intersection operations model of traffic operations on the project corridor (using PTV Vistro software or similar). Kittelson will conduct a site visit to verify site issues, constraints, and preliminary operational analysis findings. Kittelson will also collect traffic volume data (see below) to build the traffic operations model. Based on City review and comment, Kittelson will prepare a revised final version of the traffic operations model.

Task 5.1 Data Collection

Kittelson will collect AM and PM weekday peak hour (7-9 APM, 5-7 PM) multimodal turning movement counts at the following intersections on one typical (Tuesday or Thursday) weekday:

- Fruitvale Avenue / Blanding Avenue / Tilden Way / Fernside Boulevard
- Tilden Way / Broadway / Eagle Avenue

Task 5.1 Deliverables:

- Draft and Revised Existing Conditions traffic operations models

Task 5.1 Assumptions

The City will provide:

- Intersection signal timing for the following intersections:
 - Fruitvale Avenue / Blanding Avenue / Tilden Way / Fernside Boulevard
 - Tilden Way / Broadway / Eagle Avenue
- Any available operational information related to the Miller-Sweeney drawbridge operations (e.g., frequency and duration of gate arm activation, signal timing and programming in relation to gate arm)
- High resolution aerial imagery of the project study limits, if available
- The ten most recent years of available crash data in the project area

Task 5.2 Existing Conditions and Intended Project Outcomes Memorandum

Kittelson will prepare a memorandum documenting existing conditions analyzed in Task 5.1 based on the traffic operations model and site visit. The memorandum will describe bike, transit, and truck routes and operations and crash history (noting any trends). The memorandum will succinctly describe current conditions/issues and will include an updated project description and “project intended outcomes” statement. The project intended outcomes will define the priorities for concept development and an eventual preferred alternative.

The memorandum will also describe the approach to be taken to develop an appropriate future analysis year scenario (i.e., develop forecast traffic volumes) and will forecast those turning movement volumes at project intersections for subsequent project analysis based on the Alameda County travel demand model outputs.

Based on City review and comment and the community input received as shown in Task 8, Kittelson will prepare a revised final version of the memorandum.

Task 5.2 Deliverables:

- Draft and Revised Existing Conditions and Intended Project Outcomes Memorandum
- Forecast turning movement counts for future year analysis scenario

Task 5.2 Assumptions:

- The City will provide future year analysis scenario assumptions, including nearby development sites, road closures, and lane configurations to match at project scope limits.

TASK 6: CONCEPTUAL ENGINEERING AND ANALYSIS

Task Purpose: Refine, develop, and evaluate design alternatives to select a preferred alternative

Kittelson will prepare up to three (3) conceptual design alternatives for the project. These alternatives include the arrangement of proposed bicycle facilities and bus-only lanes along Tilden Way and variations of intersection configuration and control at three intersections:

- Tilden Way / Fruitvale Avenue & Blanding Avenue / Fernside Boulevard
- Tilden Way / Clement Avenue extension
- Tilden Way / Broadway / Eagle Avenue

Task 6.1: Meeting to Define Alternatives

Kittelson and City staff will host one meeting to confirm specific assumptions for each alternative prior to initiating analyses and development of task deliverables. City staff will identify the relevant parties to attend the meeting (i.e., City department staff). This workshop will be held virtually or in person and will determine the components that will define the alternatives to be studied. At this meeting, Kittelson and City staff will determine the performance measures for evaluation, which may include for example: qualitative safety comparison, capacity, and operational considerations (e.g., queue storage ability and implications), construction costs, transit operations, and nonmotorized quality of service. Kittelson and City staff will determine the appropriate forecast scenario for project development, including roadway

configurations surrounding the project limits. Based on the forecast scenario, Kittelson will develop scenario analysis volumes using the Alameda County travel demand model.

Task 6.1 Deliverables:

- One two-hour meeting, including agenda, preparatory materials in advance, and meeting notes documenting next steps

Task 6.1 Assumptions:

- Kittelson assumes the workshop will be up to two hours long. At the conclusion of the workshop, Kittelson will send out notes and documentation of the alternatives to be developed.
- Kittelson will develop concept alternatives with one set of future condition assumptions (i.e., roadway configuration beyond project limits).

Task 6.2: Draft Design Alternatives and Analysis

Kittelson will prepare draft designs for each of the three alternative concepts as well as a future no-build scenario. The designs will be completed to a "sketch-level," with sufficient resolution to exhibit at 1" = 50'. The draft designs would include edges of traveled way, pedestrian and bicycle facilities, crossing treatments, channelization, driveways, and other notations to share key concept elements. The dimensions of travel lanes and bicycle and pedestrian facilities would be included. The sketch-level approach would include either hand sketch overlaid on the available base map or commensurate level of detail in CAD linework.

Based on the first round of community engagement as stated in Task 8, the City will provide input on the draft design alternatives and will select two staff-preferred alternatives for further refinement in Task 7.

Task 6.2 Deliverables

- Draft concepts for up to three alternatives

TASK 7: CONCEPT REFINEMENT AND EVALUATION

Task Purpose: Evaluate concepts to select a preferred alternative.

Task 7.1: Revised Alternatives

Based on input and comments from Task 6, Kittelson will refine the design alternatives and analysis for two City-preferred alternatives.

Task 7.1 Deliverables:

- Revised design alternatives for up to two (2) City-preferred alternatives

Task 7.2: Alternatives Evaluation and Conceptual-level Cost Estimates

Kittelson will evaluate the alternatives refined in Task 7.1 and a future no-build alternative in relation to the intended project outcomes and performance measures established in the Task 6.1 meeting.

Kittelson will develop a draft evaluation comparison table and conceptual-level cost estimates associated with the two staff-preferred alternatives refined in Task 7.1 and will prepare a revised, final comparison table and cost estimates based on City staff comments. Up to one meeting is assumed to review comments and edits prior to the revision of task deliverables. Kittelson will compile the alternatives evaluation, cost estimates, and associated work to date to prepare a draft preferred alternative memorandum. Kittelson will revise the preferred alternatives memorandum based on one set of consolidated City comments.

Task 7.2 Deliverables:

- Draft alternatives evaluation comparison and conceptual cost estimates
- City and Kittelson meeting to discuss draft comparison and cost estimates
- Final alternatives evaluation comparison and conceptual cost estimates after community input as stated in Task 8
- Draft and final preferred alternative memorandum

Task 7.2 Assumptions:

- Collecting survey information is not included.
- Constructability review is not included.

TASK 8: PUBLIC ENGAGEMENT

Task purpose: Engage members of the public to hear and incorporate their input throughout the concept development process.

Task 8.1: Public Meetings and Online Engagement Tools

Kittelson will prepare materials for and lead the content presentation at two public meetings.

- One public meeting will be identified to occur following the Task 6.1 meeting and will present existing conditions and the concept definitions and approaches to be developed.
- The second public meeting will be held once a draft preferred alternative is selected and will facilitate engagement and community input on the preferred alternative.

In addition to the public meetings, Kittelson will develop a presentation of the same content from each meeting on the City's project website. The engagement materials for the project website will parallel the information presented at the two public meetings in content and detail; Kittelson will provide a method of collecting input on an ongoing basis using the City's online survey capabilities.

Task 8.1 Deliverables:

- Preparation, attendance, and presentation at up to two public meetings
- Development of supportive online engagement materials to present the information from the public meetings in a digestible online format.

Task 8.1 Assumptions:

- The City will advertise, schedule, and host the public meetings.

- Kittelson assumes the public meetings will be held virtually. Kittelson will bring up to two staff members to each meeting.

Task 8.2: Commission and Council Hearings

Kittelson will support the City at one Transportation Commission meeting and one City Council meeting. Kittelson will prepare a presentation for the Transportation Commission meeting explaining the project process and outcomes and will present or assist the presentation. City staff can use or revise that presentation for the project's City Council hearing. Kittelson will attend the City Council meeting and be available for questions.

Task 8.2 Deliverables:

- Attendance and support in developing materials for one Transportation Commission meeting and one City Council hearing.

Task 8.2 Assumptions:

- Kittelson will include up to two (2) staff members at each hearing. Each hearing is assumed to last up to four (4) hours.

TASK 9: 3D VISUALIZATIONS

Kittelson will develop a three-dimensional (3D) model of existing conditions and the preferred alternative to demonstrate the design concept. Engineering CAD files will be used to generate the 3D model to provide accurate representation of the corridor. The model will contain realistic textures, neighboring buildings and features, street collateral (lights, signs, etc.), above-ground utilities, accurate lighting and environmental conditions, and multimodal activity. From the 3D model we will be able to provide the following visual deliverables:

Task 9 Deliverables

- Still images – Kittelson will produce a variety of high-quality, rendered images from the 3D model at key locations to highlight different perspectives and concepts.
- Animation – Kittelson will provide a fly-thru video moving through the corridor to demonstrate the existing conditions and the preferred alternative concept.

The above-listed deliverables are effective tools in stakeholder meetings, charrette meetings, and public meetings. 3D visuals provide a sense of realism to projects and help provide project transparency by giving the stakeholders and interested parties useful tools to better understand complex engineering projects.

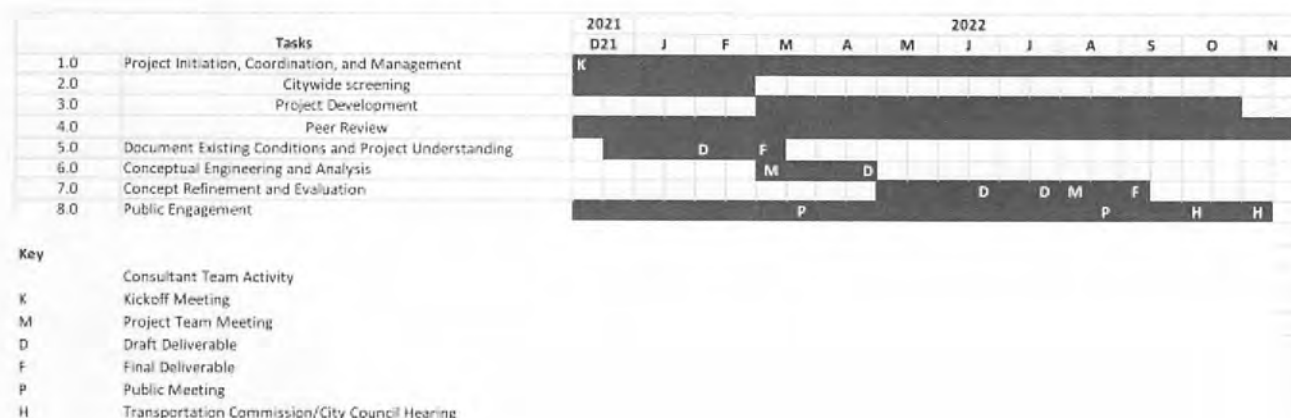
BUDGET

A budget has been developed for Tasks 1-9 and is shown below and includes a 10 percent contingency.

Task Number	Project Task	Person Hours	Budget
1	Project Initiation, Coordination, and Management	106	\$21,340
2	Citywide Screening	103	\$18,330
3	Project Development	352	\$64,890
4	Peer Review	36	\$8,265
5	Document Existing Conditions and Project Understanding	90	\$16,670
6	Conceptual Engineering and Analysis	212	\$37,030
7	Concept Refinement and Evaluation	212	\$36,680
8	Public Engagement	158	\$29,040
9	Visualizations	84	\$14,560
	10% Contingency	-	\$24,101
	Total	1,353	\$270,906

SCHEDULE

A preliminary schedule has been developed for Tasks 1-9 and is shown below with Task 9 incorporated into the Task 7 timeline. The Clement Avenue/Tilden Way project could be completed by November 2022.



KITTEASC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Please See Below: PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com FAX (A/C, No): 610-362-8530															
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : Certain Underwriters at Lloyds</td> <td>NONAIC</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Hanover Insurance Company	22292	INSURER C : Allmerica Financial Benefit Ins. Co.	41840	INSURER D : XL Specialty Insurance Company	37885	INSURER E : Certain Underwriters at Lloyds	NONAIC	INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR 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"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	ZD2D78128002	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Stop Gap/EL \$1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	AW2D78128703	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X X	UH2D78128102 (Follow Form)	01/01/2021	01/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	X WM2D78128902	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Incl. Pollution	X	DPR9970040	01/01/2021	01/01/2022	\$5,000,000 per claim \$5,000,000 annl aggr.
E	Cyber Liability		ESJ0024874406	01/01/2021	01/01/2022	\$5,000,000 occ/aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.

RE: KAI PN 24846 - City of Alameda On-Call Services 2020. The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
 2263 Santa Clara Avenue, Room 190
 Alameda, CA 94501-0000

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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DESCRIPTIONS (Continued from Page 1)

of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies provides a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

POLICY: AW2D78128703

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, **B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.1. COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to **PHYSICAL DAMAGE COVERAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE** 1. or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

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

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

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

POLICY: AW2D78128703

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:****Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

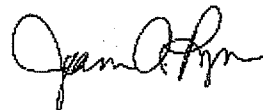
D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: AW2D78128703

01/01/2021

Kittelson & Associates, Inc.

A handwritten signature in black ink, appearing to read "James A. Lynn". The signature is fluid and cursive, with the first name "James" being more prominent than the last name "Lynn".

POLICY: AW2D78128703 | ZD2D78128002 | UH2D78128102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION to designated ENTITY(S)
(Including Nonpayment of Premium)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Any Person or Organization to Whom you have agreed in a written contract (See form 221-0163)	The Address for that person or organization included in such written request from you to us.	30

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY: AW2D78128703 | ZD2D78128002 | UH2D78128102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is agreed that the following complete wording for from 401-1236:

Any person or Organization to Whom you have agreed in a written contract that notice of cancellation or non-renewal of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the Name and Address of such person or organization, after the First Named Insured receives notice from us of Cancellation or Non-Renewal of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this schedule.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 01/01/2021

Issued to Kittelson & Associates Inc.

By Massachusetts Bay Insurance Company

Countersigned by

Authorized Representative of the Company



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLD PROPERTY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

CAUSES OF LOSS – SPECIAL FORM

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED

The following is added to **C. Limits Of Insurance** of Building and Personal Property Coverage Form CP 00 10:

The limits applicable to the Coverages included in this endorsement may either be in addition to or included within the applicable Limits of Insurance. For application of the limits, refer to each coverage within this endorsement.

Refer to **SECTION V – DEFINITIONS** of this endorsement for additional words or phrases which appear in quotation marks as they have special meanings.

I. COVERAGES

A. Scheduled Coverages

The coverages in this endorsement amend the coverage provided under the Building and Personal Property Coverage Form, Causes of Loss – Special Form, Business Income (and Extra Expense) Coverage Form and Business Income (and Extra Expense) Coverage - Actual Loss Sustained through new coverages and substitute coverage grants. These coverages are subject to the provisions applicable to this policy, except where amended within this endorsement. If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an "occurrence" basis. Refer to each coverage within this endorsement for application of coverage.

	Limits of Insurance	Amended Limits of Insurance	Page
1. Additional Covered Property	Included	N/A	3
2. Brands & Labels	Included	N/A	4
3. Broadened Building Coverage	Included	N/A	4
4. Broadened Business Personal Property	Included	N/A	4
5. Building Limit - Inflation Guard	Included	N/A	5
6. Business Income & Extra Expense from Dependent Properties	\$150,000	\$	5
7. Catastrophe Allowance	\$50,000	N/A	5
8. Computer and Funds Transfer Fraud	\$15,000	\$	6
9. Consequential Loss to Stock	Included	N/A	6
10. Contract Penalties	\$50,000	\$	6
11. Debris Removal	\$250,000	\$	6
12. Denial of Access to Premises	Included	N/A	7
13. E-Commerce	\$10,000	\$	7
14. Electronic Data Processing Equipment	Included	N/A	8
15. Employee Theft including ERISA Compliance	\$100,000	\$	8
16. Employee Tools and Work Clothing	\$25,000	\$	10
17. Expediting Expense	\$50,000	\$	11
18. Extended Business Income	180 Days	N/A	11

(b) Acceptance of fraudulent bills of lading or shipping receipts.

- (2) The most we will pay under this additional coverage is \$50,000 for any one "occurrence" or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

59. Water Damage, Other Liquids, Powder or Molten Material Damage

F. Additional Coverage Extensions, Paragraph 2. of Causes of Loss – Special Form CP 10 30 is replaced by the following:

2. Water Damage, Other Liquids, Powder or Molten Material Damage

- a. If loss or damage caused by or resulting from covered water damage or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure, or, in the case of underground pipes, lawns, shrubs or paved areas, to repair damage to the system or appliance from which the water or other substance escapes.
- b. Payment under this Additional Coverage is included within the applicable Limit of Insurance. The maximum we will pay for loss or damage to lawns, shrubs or paved areas is \$50,000 per "occurrence" or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

60. Windblown Debris

The following is added to **A. Coverage**, Paragraph 5. **Coverage Extensions** of Building and Personal Property Coverage Form CP 00 10:

Windblown Debris

- (1) We will pay your reasonable expenses to remove the windblown debris (including trees) from the described premises, if it is carried to the described premises from the premises of others by wind, during the policy period.
- (2) The most we will pay in any one

"occurrence" in total for the removal of all windblown debris under this Extension is \$10,000 or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

61. Worldwide Property Off-Premises

The following is added to **A. Coverage**, Paragraph 5. **Coverage Extensions** of Building and Personal Property Coverage Form CP 00 10:

Worldwide Property Off-Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$75,000 or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.
- (3) This Extension provides an additional amount of insurance.

B. Coverages Included within the Blanket Limit of Insurance

1. Accounts Receivable

The following is added to **A. Coverage**, Paragraph 4. **Additional Coverages** of Building and Personal Property Coverage Form CP 00 10:

Accounts Receivable

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable.
Accounts Receivable means:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan

maintenance of data processing equipment or component parts.

- (b) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion;
 - (c) Erasure of "research and development documentation"; or
 - (d) Unauthorized instructions to transfer property to any person or place.
- (4) Coverage provided by this Extension does not apply to "research and development documentation" which exist as "electronic data".
- (5) We will not pay for loss or damage to "research and development documentation" until you actually replicate such documentation. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two-year period.
- (6) We will not pay for loss or damage to "research and development documentation" applicable to:
- (a) Products that are obsolete;
 - (b) Existing products you have withdrawn from the market; or
 - (c) Existing products you have not sold in the last twelve months prior to the loss.
- (7) Regardless of the number of insured locations involved, the most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.
- 9. Valuable Papers and Records (Other Than Electronic Data)**
- A. Coverage, Paragraph 5. Coverage Extensions, subparagraph c. of Building and Personal Property Coverage Form CP 00 10 is replaced by the following:**

c. Valuable Papers and Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by a Covered Cause of Loss. This Extension includes the cost to research, replace or restore the lost information that previously existed on "valuable papers and records" for which duplicates do not exist.
- (2) The following Exclusions do not apply to this Coverage Extension:
 - (a) Earth Movement; and
 - (b) Water.
- (3) The most we will pay under this Extension for loss or damage in any one "occurrence" at a described premises is subject to the Blanket Coverage Limit of Insurance or the Limit of Insurance shown in the Amended Limits Section of this Endorsement.

IV. VALUATION

A. E. Loss Conditions, Paragraph 7. Valuation, subparagraph b. of Building and Personal Property Coverage Form CP 00 10 is replaced by the following:

- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering;
- (3) Outdoor equipment or furniture; or
- (4) Retaining walls.

B. The following is added to E. Loss Conditions,

m. "Fine Arts"

We will pay the lesser of:

- (1) The market value at the time of loss or damage;
- (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
- (3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

- (a) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
- (b) Pay the difference between the value of the pair or set before and after the covered loss or damage.

n. Property of Others – our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- o.** We may elect to defend you against suits arising from claims of owners or property. We will do this at our expense.
- p.** Labor, materials and services that you furnish or arrange on personal property of others are valued based on the actual cost of the labor, materials and services.
- q.** Finished "stock" you manufactured at the selling price less discounts and expenses you otherwise would have had.

r. "Prototypes"

We will not pay more than the lesser of the following amounts:

- (1) The replacement cost of such property used for the same product, but only if replacement cost is shown as applicable to Personal Property in the Declarations.

However, when replacement with identical property is impossible or unnecessary, the amount of loss will be based on the cost to replace with similar property used to perform the same functions. Property of others will be valued in the same manner, but we

will not pay more than the amount for which you are legally liable; or

- (2) The amount you actually spend to repair or replace lost or damaged "prototypes" used for the same purpose.

s. "Research and development documentation":

We will not pay more than the least of the following amounts:

- (1) Your cost actually spent to reproduce lost or damaged "research and development documentation" from back-up files or original source documents;
- (2) The reasonable cost necessary to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product, to their condition immediately before the loss or damage;
- (3) If identical "research and development documentation" cannot be purchased, the cost to purchase such documentation of comparable kind, functionality and quality; or
- (4) The amount you actually spend to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product.

But we will not pay more than the cost to restore "research and development documentation" to its condition immediately prior to the loss.

V. DEFINITIONS

The following is added to Paragraph H. of Building and Personal Property Coverage Form CP 00 10:

H. Definitions

1. "Antiques" means an object having value because its:
 - a. Craftsmanship is in the style or fashion of former times; and
 - b. Age is 100 years or older.
2. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
3. "Communicable disease" means a bacterial micro-organism transmitted through human contact with food.

premises, including:

- (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
41. "Research and development documentation" means written evidence of facts, information, processes, concepts or formulas that are directly related to the development of new products or enhancement of existing products. Written evidence includes written papers, plans, manuscripts, written or inscribed documents or plans.
- "Research and development documentation" does not include "valuable papers and records", accounts receivable or "media", "software" or "data".
42. "Research and development operations" means your business activities that are directly related to the development of new products or the enhancement of existing products.
43. "Scientific and professional equipment" means medical, engineering, veterinary, measurement, recording, analyzing or similar equipment.
44. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.
- but does not include "money".
45. "Soft cost expenses" means additional:
- a. Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - b. Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - c. Advertising, public relations and

promotional expenses.

46. "Software" means:

- a. "Media";
- b. "Electronic data";
- c. "Programs and applications"; and
- d. "Proprietary programs".

47. "Spoilage" means any detrimental change in physical state of "perishable goods". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid or molten material, chemical reactions to material in process, and reduction in value of time sensitive materials.

48. "Theft" means the unlawful taking of property to the deprivation of the insured.

49. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

50. "Valuable papers and records" means:

- a. Inscribed, printed or written:
 - (1) Documents;
 - (2) Manuscripts; and
 - (3) Records
 including abstracts, books, deeds, drawings, films, maps or mortgages; and
- b. Similar items stored electronically.

But, "valuable papers and records" does not mean "money" or "securities".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SUMMARY OF COVERAGES**

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Ball Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

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

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

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) 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 of 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us**:

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 damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMITS OF INSURANCE PER PROJECT AND
PER LOCATION WITH CAP**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Aggregate: \$ 10,000,000
--

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

A. The following is added to SECTION III – LIMITS OF INSURANCE, paragraph 2.:

The General Aggregate Limit applies separately to:

- a. Construction projects away from premises owned or rented to you; and
- b. Each "location" owned by or rented to you.

If the Schedule above is completed, however, a Policy Aggregate Limit applies. The most we will pay for the sum of all damages, except for damages included in the "products-completed operations hazard", regardless of the number of insureds, claims made or "suits" brought, persons or organizations making claims or bringing "suits",

or "locations", is the Policy Aggregate Limit identified in the Schedule above.

B. This endorsement does not apply to damages included in the "products-completed operations hazard".

C. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

- (1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph A.a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY: ZD2D78128002

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

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

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

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (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. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. 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. 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 Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

SECTION III – LIMITS OF INSURANCE

1. 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. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. You 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. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. 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.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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:

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

(4) 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

POLICY: ZD2D78128002

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
as required by written contract agreement or permit	as required by written contract agreement or permit

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

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY: DPR9970040

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY
POLICY –
ARCHITECTS, CONSULTANTS AND ENGINEERS**

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 5. of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED'S directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

B. Contractors Pollution Legal Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed on or after to the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and

2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

This endorsement, effective 12:01 a.m., 01/01/21 forms a part of
Policy No. DPR9970040
Issued to Kittelson & Associates, Inc.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS**

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide thirty (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



SCHEDULE OF UNDERLYING POLICIES

Insured: KITTELSON & ASSOCIATES

Effective on and after 01/01/21 **12:01 A.M. Standard Time**

This Schedule is part of Policy Number: UH2D78128102

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE	
(a) Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Commercial General Liability	\$1,000,000	Occurrence/ Each Claim
	<input type="checkbox"/> Owned Autos	\$1,000,000	Personal Injury
	<input type="checkbox"/> Non-owned & Hired Autos	\$1,000,000	Advertising Injury
		\$2,000,000	General Aggregate
		Incl in Gen Agg	Product/Completed Operations Aggregate
(a) Carrier: HANOVER INSURANCE CO. Policy Number: RH2H39955700 Policy Period: 01/01/2021-01/01/2022	FOREIGN Commercial General Liability	\$2,000,000	Occurrence/ Each Claim
	<input type="checkbox"/> Owned Autos	\$2,000,000	Personal Injury
	<input type="checkbox"/> Non-owned & Hired Autos	\$2,000,000	Advertising Injury
		\$4,000,000	General Aggregate
		\$4,000,000	Product/Completed Operations Aggregate
(b) Carrier: ALLMERICA FINANCIAL BENEFITS INS.CO. Policy Number: AW2D78128703 Policy Period: 01/01/2021-01/01/2022	Comprehensive Automobile Liability including	Bodily Injury and Property Damage Liability Combined:	
	<input checked="" type="checkbox"/> Owned Autos	\$1,000,000	Each Accident
	<input checked="" type="checkbox"/> Non-Owned & Hired Autos	Bodily Injury	
		\$	Each Person
		\$	Each Accident
(c) Carrier:		Property Damage:	
		\$	Each Accident
	Garage Liability	Bodily Injury and Property Damage Liability Combined:	
	<input type="checkbox"/> Dealers		Each Accident
	<input type="checkbox"/> Service	Garage Operations	
		\$	Auto Only
		\$	Other than Auto Only
		\$	Aggregate
		Garage Operations	
		\$	Other than Auto Only

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance



(d) Carrier: ALLMERICA FINANCIAL BENEFITS INS. CO. Policy Number: WM2D78128902 Policy Period: 01/01/2021-01/01/2022	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Coverage B – Employers Liability Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee \$1,000,000 Aggregate
(e) Carrier: Policy Number: Policy Period:	Liquor Liability	\$ Each Common Cause \$ Other \$ Aggregate \$ Other
(f) Carrier: Policy Number: Policy Period:	Professional Liability	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other
(g) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other
(h) Carrier: MASSACHUSETTS BAY INS. CO Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Stop Gap Liability	Bodily Injury by Accident \$ 1,000,000 Each Accident Bodily Injury by Disease \$ 1,000,000 Each Employee \$ 1,000,000 Aggregate
(i) Carrier: Policy Number: Policy Period:	Abuse and Molestation	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate
(j) Carrier: Policy Number: Policy Period:	Foreign	\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate
(k) Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022	Employee Benefits Liability	\$ Each Occurrence \$1,000,000 Each Claim \$ Other \$2,000,000 Aggregate

POLICY: UH2D78128102

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "underlying insurance" which the insured becomes legally obligated to pay as damages, provided:

- (1) Such damages are covered by "underlying insurance";
- (2) The event which triggers coverage on the "underlying insurance" takes place during the policy period of this insurance, and
- (3) The applicable Limit of Insurance of the "underlying insurance" is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of "underlying insurance" is exhausted by payment for damages to which this insurance does not also apply.

- b. We will not pay damages that the "underlying insurance" does not pay for any reason other than exhaustion of limits of the "underlying insurance" by payment of judgments, settlements, related costs or expenses.
- c. The terms and conditions of the "underlying insurance" in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.
- d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.

- e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of "underlying insurance", or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTAL PAYMENTS**.

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "retained limit" shown in the Declarations which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" to which this coverage applies, provided:

(1) The:

- (a) "Bodily injury" or "property damage" is caused by an "occurrence"; or
- (b) "Personal injury" and "advertising injury" is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section **IV. COVERAGE TERRITORY**;

- (2) The "bodily injury" or "property damage" occurs during the policy period, and the offense causing "personal injury" or "advertising injury" is first committed during our policy period; and

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
ANY PERSON OR	THE ADDRESS FOR THAT	30
ORGANIZATION TO WHOM	PERSON OR ORGANIZATION	
(SEE FORM 331-0230	INCLUDED IN SUCH WRITTEN	
FOR COMPLETE NAME)	REQUEST FROM YOU TO US	

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

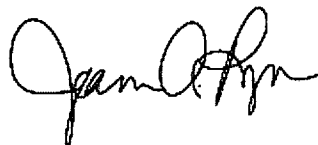
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 01/01/2021 Policy No. WM2D78128902

Insured Kittelson & Associates, Inc. Insurance Company Allmerica Financial Benefit Insurance Company

Countersigned
By



MANUSCRIPT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
IT IS AGREED THAT THE COMPLETE NAME FOR THE NOTICE OF CANCELLATION TO THE
DESIGNATED ENTITY(S) FORM 331-0341(09/11) IS AS FOLLOWS:

DESIGNATED ENTITY:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL
BE GIVEN, BUY ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING
THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE
FIRST INSURED RECEIVES FROM US OF CANCELLATION OR NON-RENEWAL OF
THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 01/01/2021 this endorsement forms a part of Policy No. WM2D78128902

Issued to Kittelson & Associates Inc

By Allmerica Financial Benefit Insurance Company

Date of Issue Countersigned by _____
Authorized Representative of the Company

331-0230 1003

Page 1 of 1

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

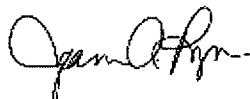
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2021 standard time, forms a part of

Policy No. WM2D78128902 of the Allmerica Financial Benefit Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

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

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

Schedule

AK,AZ,DC,FL,ID,IL,MD,MA,MO,NY,NC,OR,PA,VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

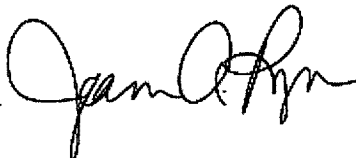
Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2021
Insured KITTELSON & ASSOCIATES,
INC.

Policy No. WM2D78128902
Insurance Company ALLMERICA FINANCIAL ASSOCIATES, INC.

Countersigned By _____



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 01 06 A (Ed. 4-92)

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
COVERAGE ENDORSEMENT**

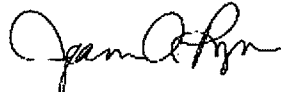
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2021 at 12:01 A.M. standard time, forms a part of
(Date)

Policy No. WM2D78128902 of the Allmerica Financial Benefits Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal worker's or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), **C. Exclusions**, exclusion 8., does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
NY	78.8%
VA	73.0%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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

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

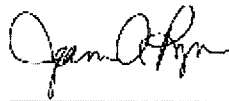
Endorsement Effective 01/01/2021

Policy No WM2D78128902

Insured Klttelson & Associates Inc.

Allmerica Financial Benefit Insurance Company
Insurance Company

Countersigned by





Corporate Resolution of Signing Authority 9.23.20.pdf

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Created: September 25, 2020 17:07:51 -5:00
Pages: 2
Remote Notary: Yes / State: VA

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E-Signature Summary

E-Signature 1: Brandon L. Nevers (BLN)

September 28, 2020 09:34:28 -5:00 [B0BE89E0AC52] [108.56.160.217]
bnevers@kittelson.com (Principal) (Personally Known)

E-Signature Notary: Bonnie Lee Clark (BLC)

September 28, 2020 09:34:28 -5:00 [4C88464BEB45] [72.83.103.43]
bclark@kittelson.com

I, Bonnie Lee Clark, did witness the participants named above electronically sign this document.



**CORPORATE RESOLUTION OF SIGNING AUTHORITY
KITTELSON & ASSOCIATES, INC.**

The undersigned, being the Chief Executive Officer of Kittelson & Associates, Inc., an Oregon corporation (the "Company"), does hereby certify that at a meeting of the Board of Directors of the Company duly called and held on September 23, 2020 at which a quorum was present and acted throughout, the Board of Directors adopted the following resolution, which has not been modified or rescinded:

WHEREAS, pursuant to Article 2.1 of the Company's Amended and Restated Bylaws, adopted by the Board of Directors on June 13, 2017, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Company's Board of Directors.

RESOLVED, that the following officers of the Company are hereby authorized to sign any and all documents as may be necessary to represent the business interests of the Company:

Brandon L. Nevers, President, Chief Executive Officer, Director
Karl A. Passetti, Vice President, Chairman of the Board
Lawrence A. Van Dyke, Vice President, Chief Financial Officer
Marc A. Butorac, Vice President, Secretary, Director
David L. Mills, Vice President
Edward J. Myers, Vice President

RESOLVED, that in addition to the aforementioned officers, the following individuals are hereby authorized to execute business solicitations, client contract documentation, and consultant contract documentation on behalf of the Company:

Michael N. Aronson	James M. Hughart	Bastian J. Schroeder
Justin A. Bansen	Wayne K. Kittelson	Conor M. Semler
Chris. L. Brehmer	Julia A. Kuhn	Jason A. Simmers
Scott G. Beaird	Felipe Ladron de Guevara	Damian Stefanakis
Adam M. Burghdoff	Kevin S. Lee	Hermanus J. Steyn
Ryan J. Cunningham	Laurence B. Lewis	Christopher B. Tiesler
Andrew J. Daleiden	Jane Lim-Yap	Mark A. Vandehey
Sonia A. Daleiden, Director	Eric D. Lindstrom	John Paul Weesner
Richard G. Dowling	Bailey R. Lozner	Wende L. Wilber
Timothy A. Erney	Dorret C. Oosterhoff	Susan L. Wright
Erin M. Ferguson	Brian L. Ray	Y. Vamshi Krishna
John R. Freeman, Jr.	John R. Ringert	Anthony S. Yi, Director
Jessica A. Josselyn	James M. Schoen	

RESOLVED, that this Resolution supersedes all previous resolutions passed by the Board of Directors and/or previous consents of the Board of Directors relevant to signing authority.

Dated this 28th day of September 2020.

By: Brandon L. Nevers
Brandon L. Nevers, Chief Executive Officer

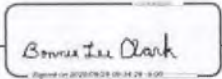
[See Attached Notarial Certificate]

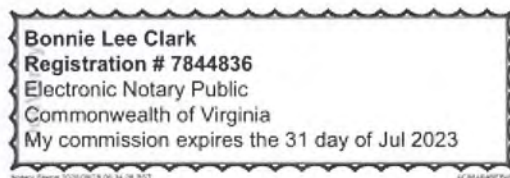
NOTARIAL CERTIFICATE

State of Virginia

County of Fairfax

Signed before me on September 28th, 2020 by Brandon L. Nevers, Chief Executive Officer of Kittelson & Associates, Inc.


Notary Public – State of Virginia



Document Description

This certificate is attached to Kittelson & Associates, Inc's Corporate Resolution of Signing Authority, dated September 28, 2020, consisting of one page.