

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of September, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **KITTELSON & ASSOCIATES, INC.** a California corporation, whose address is **155 GRAND AVENUE, SUITE 505, OAKLAND, CALIFORNIA 94612** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: On-Call Complete Streets Engineering Services. City staff issued an RFP on June 23, 2022, and after a submittal period of twenty-six days received Twelve timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for On-Call Complete Streets Engineering Services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ___ day of September 2022, and shall terminate on the ___ day of September 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$2,500,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy,

political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4) Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

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

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

commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

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

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

or

Combined Single Limit: \$2,000,000 each occurrence

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

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

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

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental

examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Tawfic N. Halaby, Supervising Civil Engineer
Ph: (510) 747-7937 / Cell: (510) 381-8963
Email: thalaby@alamedaca.gov

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

Kittelson & Associates, Inc.
851 SW 6th Avenue, Suite 600
Portland, Oregon 97204
ATTENTION: Mike Alston
Phone: (503) 228-5230 / Email: malston@kittelson.com

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

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

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

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

29. CONTROLLING AGREEMENT:

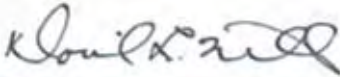
In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

KITTELSON & ASSOCIATES, INC.
a California Corporation

CITY OF ALAMEDA
a municipal corporation



Dave Mills
Vice President

Nancy Bronstein
Interim City Manager



Larry Van Dyke
CFO

RECOMMENDED FOR APPROVAL

DocuSigned by:

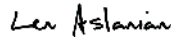


21DC39E8C019480...

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



765D25E39B18464...

Assistant City Attorney

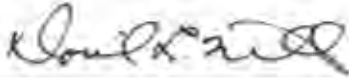
**Certification of Compliance
With the City of Alameda's Vaccination Requirement**

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

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

Kittelson & Associates, Inc.

Date: 8/22/2022



By: Dave Mills
Its Vice President

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

CITY OF ALAMEDA

Exhibit A

Proposal to Provide

ON-CALL COMPLETE STREETS ENGINEERING SERVICES

July 18, 2022

Submitted by:

Kittelson & Associates, Inc.
155 Grand Avenue, Suite 505
Oakland, CA 94612
510-839-1742

Table of Contents

LETTER OF INTEREST	1
RELEVANT EXPERIENCE OF KEY PERSONNEL AND FIRM	3
KEY PERSONNEL EXPERIENCE	3
FIRM EXPERIENCE.....	6
GENERAL FIRM INFORMATION	11
RESUMES	
RATE SCHEDULE	
CLIENT REFERENCES	
CITY OF ALAMEDA LOCAL BUSINESS PREFERENCE	

Exhibit A

LETTER OF INTEREST



Exhibit A

July 18, 2022

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

Re: Request for Proposals (RFP) for On-Call Complete Streets Engineering Services

The City of Alameda has achieved several transportation milestones in recent years, including the adoption of a Vision Zero Action Plan, continued construction of the Cross Alameda Trail along Clement Avenue, a new Mobility Element, Citywide roundabouts analysis and planning, and progress and implementation on several safety projects. As the City looks ahead to advance more projects aimed at improving transportation safety and provide transportation choices, it will be important to do so in a way that enhances the quality of life for residents and employees. That includes having a team to design and implement planned improvements seamlessly and in line with national best practices.

Kittelison and Associates, Inc. (Kittelison) is pleased to submit this proposal to be considered for On-Call Complete Streets Engineering Services for the City of Alameda. Kittelison has 37 years of experience satisfactorily providing the same services as those requested under the Alameda On-Call Complete Streets Engineering Services request for proposal (RFP). We have provided comprehensive transportation planning, engineering, and research services to government organizations and private clients for more than three decades. At Kittelison, our goal is to systematically develop and apply methods that improve the performance of all transportation facilities. These methods are supported by our extensive research experience and technical excellence.

KITTELISON & ASSOCIATES, INC.
155 Grand Avenue, Suite 505
Oakland, CA 94612
510-839-1742 Phone
510-839-0871 Fax

CONTACT RESPONSIBLE FOR SUBMITTAL
Mike Alston, RSP, EIT, Senior Engineering Associate /
Contract Manager
EMAIL malston@kittelison.com
PHONE 510-433-8076

Kittelison was founded in Portland, Oregon, in 1985 and expanded across the Pacific Northwest and East Coast. In 2012, Kittelison merged with Dowling Associates, Inc., a California-based transportation planning and travel demand modeling consulting firm. The merger formalized 25 years of collaborative teaming between the two firms; Kittelison's California offices include Oakland, Sacramento, Orange, and San Diego. With a staff of over 300 people working in 24 offices across the country, we are able to address client needs with local experience and national expertise.

Kittelison has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services and will adhere to the provisions described in the RFP. As of the RFP submission deadline, Kittelison is registered and in good standing with the California Secretary of State.

Kittelison provides the City of Alameda with the following:

- 37 years of experience in delivering transportation planning and engineering projects throughout the Bay Area.
- Over a decade of project experience for the City of Alameda, including the Alameda Point EIR, Central Avenue Complete Street, Clement Avenue Complete Street, the Estuary Crossing study, the ongoing Citywide Roundabouts Analysis, and the Mecartney/Island and Clement/Tilden alternatives analysis projects. This provides us with first-hand knowledge of the City's issues and technical requirements.
- Established working relationships with adjacent local jurisdictions and partner agencies at the countywide (Alameda CTC), regional (AC Transit, MTC), and state (Caltrans) levels, which will help streamline reviews and coordination efforts.



Exhibit A

- In-house experts in multimodal transportation planning, transit planning, traffic engineering, active transportation planning, travel demand forecasting, and transportation design, allowing us to help the City in developing innovative, defensible projects.
- Experience managing similar on-call projects for other major agencies in the area including the Oakland Department of Transportation, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, City of San Francisco Planning Department, City of Dublin, and City of Berkeley, thereby bringing a collective experience with state-of-the-practice knowledge.

The Kittelson team will be led by Mike Alston, RSP, a senior engineering associate. Mike is a roadway safety professional and Engineer-in-Training with experience delivering successful planning, traffic engineering, and pedestrian/bicycle safety projects in the Bay Area and throughout the United States. His areas of expertise include alternatives analysis such as performance measure selection and application, intersection operations analysis and conceptual design, safety countermeasure selection and application, project prioritization including social equity analysis, and national safety and engineering-related research. Hermanus Steyn, project principal for the contract, has managed hundreds of projects from design through construction. Hermanus is skilled at incorporating context and community perspective into design solutions and focusing on constructability to so that projects can seamlessly transition into the construction phase.

Kittelson’s transportation planning expertise also allows us to support the City in implementing constructible projects and incorporating TDM initiatives in project evaluation– including policy development and modifications, development impact assessment and review, and implementation of new mobility options. This work will allow the City to advance its goals to increase biking, walking, and transit activity on the island.

Exceptions

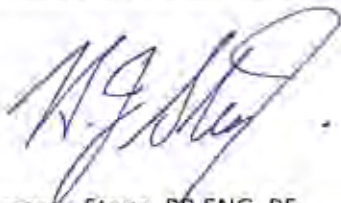
Kittelson has reviewed the City of Alameda’s standard service provider agreement and insurance requirements and requests the City’s consideration of the following proposed modifications:

None

Kittelson’s statement of qualifications for the proposed scope of services and price proposal is valid for a period of ninety (90) calendar days from the date of this letter of interest. Hermanus Steyn, PR ENG, PE, will serve as project principal and is a representative of Kittelson authorized to bind Kittelson to an agreement in the event of an award under the RFQ. Please direct any questions or correspondence to me at (510) 433-8076 or malston@kittelson.com.

Sincerely,

KITTELSON & ASSOCIATES, INC.



Hermanus Steyn, PR ENG, PE
Senior Principal Engineer/Project Principal



Mike Alston, RSP, EIT
Senior Engineering Associate/Contract Manager

Exhibit A

RELEVANT EXPERIENCE OF KEY PERSONNEL AND FIRM

RELEVANT EXPERIENCE OF KEY PERSONNEL AND FIRM

KEY PERSONNEL EXPERIENCE

Recognizing the value that a diverse team adds to a project's delivery and overall success, Kittelson proposes the following team of experts for transportation planning and engineering services for the City of Alameda. Mike Alston, RSP, EIT will serve as contract manager.

Each key staff member has been included because of their unique skill set and relevant experience. Brief bios and a summary of technical skills are presented below. The skills matrix summarizes the range of skills for each key staff member. Resumes are presented in the following tab entitled: Resumes.



Mike Alston, RSP, EIT

*Senior Engineering Associate,
Contract Manager*

Mike Alston is a senior engineering associate has experience in traffic engineering, transportation

planning and multimodal safety design and planning. His areas of expertise include alternatives analysis including performance measure selection and application, intersection operations analysis and conceptual design, safety countermeasure selection and application, and project prioritization including social equity analysis. Mike applies principles and methods from his national safety and engineering-related research involvement in local project scenarios. Within Alameda, Mike has worked on the Citywide Roundabout analysis, helping the City select and prioritize candidate locations and prepare concept designs. He is also leading the Mecartney/Island and Clement/Tilden alternatives analysis projects, bringing along project stakeholders and the public to help guide project decisions and arrive at community-supported improvements. He enjoys applying data-informed performance measures to make decisions and communicating complex topics clearly and simply.



Hermanus Steyn, P.E.

*Senior Principal Engineer,
Project Principal*

Hermanus Steyn is a transportation engineer with experience in taking transportation concepts he has

researched into the planning, design, and construction phases. He has managed hundreds of projects and knows that the context of the project and working with the community are essential to a successful project. Within Alameda, Hermanus has helped to develop roundabout concepts to test feasibility in support of the City's citywide roundabout analysis and prioritization and led conceptual design for the Mecartney/Island project. Hermanus understands the interaction between design, operations, and safety for all users and capably synchronizes all facets of a project to achieve regulatory compliance and facilitate construction.



Laurence Lewis, AICP, LEED AP, PE (FL)

Laurence Lewis is a principal transportation engineer and planner whose career has focused on the integration of land use and transportation. His

project experience includes multimodal corridor studies, Complete Streets planning, local government mobility plans, transit-oriented development (TOD) studies, and transportation analyses. He has worked on a wide variety of transit planning, traffic engineering, land use policy, and urban design projects throughout many parts of the United States. Within Alameda, Laurence worked with the City on the Central Avenue Complete Streets Plan. Laurence also serves as project manager for the SFMTA Transportation Planning On-Call contract and Alameda CTC's East 14th Street/Mission Boulevard and Fremont Boulevard Multimodal Corridor Project. Laurence brings a unique blend of experience in the integration of transportation with issues such as urban design, land use, and environmental sustainability, and is skilled in stakeholder collaboration.



Wade Scarbrough, PE

Wade Scarbrough has prepared feasibility studies, preliminary design plans, final geometric layouts, and/or final traffic design plans for roundabout concepts at more

than 100 intersections worldwide, including many that have been constructed. As a nationally recognized roundabout expert, Wade routinely conducts peer reviews of roundabout designs and operational analyses for design firms and public agencies throughout the US. This work includes comprehensive roundabout design checks, such as fastest path, design vehicle, multilane natural path (path overlap), sight distance, vertical alignment, design details, signing and pavement markings, and illumination layout and details. Most recently, Wade prepared initial design concepts for roundabouts in Elk Grove and Sacramento, while preparing signal designs in San Luis Obispo, Brisbane, and Sacramento.



Fred Wismer, PE

Fred Wismer has a proven ability to determine the most efficient design to meet public and agency needs for a project. Fred has capably assessed project alternatives,

created conceptual layouts, facilitated public involvement, and coordinated all permitting requirements. His experience includes preparing final roadway construction plans, special provisions, quantity take-offs, and engineering estimates. For multidisciplinary projects, he integrates all aspects of design; leads coordination efforts; and provides construction engineering support. Fred led the layout and design process of the signalized or roundabout intersection alternatives as part of the Intersection Control Evaluation (ICE) for the Avila Beach Drive at US 101 Project in San Luis Obispo, CA, among many other notable California roundabouts. Fred's approach has helped to deliver millions of dollars' worth of road improvements.



Joel Amador, PE (AZ)

Joel has worked on several transportation projects in Arizona, California, Montana, and Oregon. He has a practical knowledge of modeling and design software, including AutoCAD

Civil 3D, VISSIM, Synchro, ArcGIS, MicroStation, Highway Capacity Software, Traffic Noise Model software, and HiSafe. While at the University of Arizona, Joel served as a research assistant for the Smart Transportation Lab, where he helped evaluate safety crash data and safety analysis while modeling crash predictions and using GIS to determine intersection hotspots. Joel has worked as an engineer on several OakDOT ATP Grant Designs and assisted on the Grand Avenue Road Diet Project.



Chris Romano, AICP, LEED AP ND

Chris Romano specializes in developing equitable, community-driven, context-sensitive, and data-informed solutions for complex

transportation projects. Using a Safe System approach, his focus is on creating better and safer places for people of all ages and abilities. His areas of expertise include active transportation, complete streets, urban design, public engagement, and visual communication. Having led projects in both the public and private sectors, Chris is skilled in building consensus among multiple agencies, elected officials, and the community. Within Alameda, Chris is Deputy Project Manager for Phase II of the E. 14th St / Mission Blvd Multimodal Corridor Project. He has managed projects across the country in various stages, including planning, environmental, final design, permitting, and construction.



Kim Dao

A recent civil engineering/urban studies graduate of Tufts University, Kim Dao has conducted research on the impacts of civil and environmental engineering on

environmental justice communities. Before joining Kittelson in 2021, Kim interned for a civil design firm and with MassDOT's Highway Design section in Boston, gaining experience in designing roadways and bicycle/pedestrian facilities. Kim's project work at Kittelson has ranged from research and planning

to design. Within Alameda, Kim **Exhibit A** screening of Alameda's arterials and collectors for the Citywide Roundabout Analysis Project. She is passionate about increasing accessibility, equity, and safety for communities.

Skills Matrix

	Mike Alston	Hermanus Steyn	Laurence Lewis	Wade Scarbrough	Fred Wismer	Joel Amarillas	Chris Romano	Kim Dao
Scope of Services								
Civil Design – Infrastructure		●		●	●	●	●	●
Specialty Services	●	●		●	●		●	●
Engineering Services	●	●	●	●	●	●	●	●
Stakeholder Engagement	●	●	●	●	●		●	
Design Conformation		●		●	●		●	
Design Services During Construction		●		●	●	●		
Transportation Safety Improvements	●	●	●	●	●	●	●	●
Storm Water/Green Infrastructure		●		●	●			
PCC Assets						●		
Storm Drain Facilities		●		●	●			
Site Grading/Retaining Walls		●		●	●			
Traffic Signal/Street Light Improvements	●	●	●	●	●	●	●	
Pedestrian/Bicycle Improvements	●	●	●	●	●	●	●	●

FIRM EXPERIENCE

City of Alameda Citywide Roundabout Analysis; Alameda, CA

As part of an on-call transportation engineering contract, Kittelson is working with the City of Alameda on a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the City. The team's tasks have included: a citywide high-injury network screening analysis using criteria sensitive to social and geographic equity to confirm locations identified by City staff as potential locations for roundabouts; a feasibility assessment of 10 likely locations for roundabout construction based on surrounding land use and potential roundabout footprint; recommendations for General Plan policies related to roundabouts; and designs and best practice resources for neighborhood traffic circles. Kittelson is also conducting alternatives evaluation at Mecartney Road/Island Drive and Clement Avenue/Tilden Way and developing preliminary engineering concepts for other intersections. Kittelson has prepared a draft concept for the preferred roundabout alternative at Mecartney Road/Island Drive and is supporting the City with engagement coordination and Council approvals.



Alameda Mecartney/Island Roundabout Concept

OakDOT Active Transportation Program Design; Oakland, CA

Kittelson is assisting the City of Oakland with traffic design at a number of locations in support of grant funding and implementation of its active transportation and mobility plans. This contract includes conceptual (35 percent) design for the Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase 2 project, which would extend a

multiuse path and road diet along the corridor in East Oakland. For LAMMPS, Kittelson conducted field review, prepared a conceptual base map, developed and submitted 15 and 35 percent designs, and prepared engineering cost estimates to accompany the designs in support of an Alameda County Transportation Commission grant application. Kittelson helped OakDOT refresh the concepts and ideas from a decade-old community transportation plan and incorporated feedback collected from community engagement to achieve a design that will improve safety and active transportation access on the key corridor.



Oakland LAMMPS 35% Design

Kittelson is also preparing design plans to help the City implement its Grand Avenue Mobility Plan (GAMP). Kittelson is validating design decisions by collecting traffic counts over time and conducting traffic analysis to support the design. Kittelson will ultimately prepare a signing and striping plan that OakDOT can implement through its paving contract, so the design and analysis include ways to identify and achieve the safety, connectivity, transit access, and mobility identified in the GAMP in a cost-effective manner.

Alameda CTC Complete Streets Implementation; Alameda County, CA

This project advanced the adopted complete streets policies of three local jurisdictions (San Leandro, unincorporated Alameda County, and Hayward) into concrete practices and strategies. Kittelson provided technical assistance in incorporating complete streets principles into everyday practices such as development review, infrastructure design, and street maintenance. The Kittelson team completed national case study research and reviewed the existing

practices for each jurisdiction through a series of stakeholder interviews with agency partners. Kittelson then prepared a series of implementation tools, including complete street design guidelines, project delivery checklists, and staff training sessions; the design guidelines and project checklists addressed provisions for green infrastructure to advance local and regional sustainability goals. Kittelson also led a series of training sessions with public works and planning staffs for each jurisdiction to show how the tools and resources can be put into practice. Since completion of the project, the complete streets design guidelines and project checklists have become widely used technical resources for cities throughout Alameda County.

Washington Avenue Complete Streets Project; Albany, CA

Kittelson worked with the City of Albany to design improvements that foster a more walkable environment by implementing traffic calming measures along Washington Avenue. The improvements are the outcome of a pedestrian safety assessment, completed by Kittelson, to address speeding and cut-through traffic concerns. Potential traffic calming components evaluated include a raised, mid-block crosswalk, intersection bulb-outs, intersection cut-outs, and mini-roundabouts. Extensive community outreach was incorporated into the design process, including two neighborhood meetings. Final design was completed for improvements at three intersections along Washington Avenue in the Albany Hill neighborhood. Improvements included painted curb extensions, pavement marking and signing for crosswalks, and new ADA access ramps for existing sidewalks.

Alameda CTC East 14th St./Mission Blvd. and Fremont Blvd. Multimodal Corridor Project; Alameda County, CA

Kittelson worked with the Alameda CTC to identify implementable improvements to regional mobility along a 30-mile project corridor extending through five jurisdictions (San Leandro, Hayward, Union City, Fremont, and portions of unincorporated Alameda County) and incorporating several Equity Priority Communities, Priority Development Areas, and regional employment centers.

Kittelson completed the planning project to identify improvements that establish a long-term vision for the corridor while also being implementable over time through a series of incremental projects. The current phase began in late 2020 and focuses on the design and implementation of near-term bikeway, transit, and streetscape improvements in San Leandro, unincorporated Alameda County, and Hayward.



E. 14th St./Mission Blvd. Mobility Hub Concept

City of Oakland – Department of Transportation (OakDOT) On-Call Contracts – Planning, Engineering/ITS, Paving; Oakland, CA

As part of ongoing on-call contracts since 2003 for transportation planning and traffic engineering services for the City of Oakland, Kittelson staff have completed numerous task orders involving: complete streets planning; bicycle/pedestrian planning; streets and intersection (geometric) design improvements; transportation impact analyses, warrant studies, feasibility studies, and modeling; private project development review; CEQA/NEPA analysis; data collection and analysis; signing and striping plans; parking analysis; and assistance with fund tracking and grant applications. Kittelson has completed, or is undertaking, task orders including: Grand Avenue Road Diet Feasibility Study, Before Study, Implementation, and After Study; Pedestrian Safety Strategy and Master Plan Update Red Light Running Cameras Before/After Study; Foothill Boulevard Pedestrian Safety Study; Upper Broadway Road Diet Before/After Study; High Street/Courtland Avenue/Ygnacio Avenue Intersection Improvements; Bicyclist's Level of Traffic Stress on Oakland's Streets; Park Boulevard Improvements and 35% Design Plans; Lakeside Green Streets Improvements; Active Transportation Grant Application Preparation; transportation reviews for private developments;

Latham Square Pilot Project and Design; CIP project applications; Multimodal Count Program; and Clay Street Bike Plan.

Grand Avenue Road Diet. Kittelson evaluated the feasibility and multimodal impacts of converting Grand Avenue from Elwood Avenue to Jean Street from a four-lane undivided roadway with on-street parking to a three-lane roadway with Class II bike lanes. Kittelson conducted technical analysis, identified changes to the proposed configuration, developed plans for implementation, documented findings, and helped conduct public outreach. Kittelson has conducted similar studies for Oakland including the Upper Broadway Road Diet.



Oakland Grand Avenue Road Diet

Oakland Pedestrian Safety Strategy. For this project, Kittelson: 1) conducted citywide crash analysis to identify corridors for potential near-term improvements and pedestrian safety program areas for longer term investment; 2) identified physical and operational characteristics of streets and/ or intersections associated with a higher frequency of pedestrian-vehicle crashes; 3) developed a toolbox of treatments applicable under different contexts to help reduce the potential for pedestrian-vehicle crashes; 4) created a methodology to help prioritize specific locations for improvements, taking into account broader goals such as equity; and 5) identified funding needs for pedestrian safety program areas to facilitate continued investment by the city. Kittelson also provided support to the Pedestrian Master Plan update activities, including stakeholder outreach and engagement, design guidance, and review of policies to better support pedestrian travel within the city.

Foothill Boulevard Pedestrian Safety Foothill Boulevard corridor is one of Oakland's priority corridors for safety improvements. Following a recent pedestrian fatality, the City engaged Kittelson to analyze corridor conditions and identify near-term improvements to address uncontrolled crossings and lighting conditions. Kittelson's tasks included analyzing crash data; completing field evaluations of existing conditions, including lighting; evaluating the feasibility of pedestrian hybrid beacon and rectangular rapid-flashing beacon treatments; recommending different street cross sections; prioritizing recommended improvements; and supporting City staff in community outreach activities.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) Ocean Avenue Safety Project; San Francisco, CA

Kittelson assisted the San Francisco Municipal Transportation Agency (SFMTA) with the development of conceptual designs for the intersection of Ocean Avenue, Geneva Avenue, and Frida Kahlo Way. This complex intersection serves a significant amount of vehicle traffic, several Muni bus and streetcar/light rail lines, and important walking and bicycling connections, including to City College of San Francisco. Kittelson has developed conceptual designs and cost estimates for near- and long-term concepts that improve safety, accessibility, and comfort for people approaching and traveling through the intersection. Kittelson evaluated alternatives with qualitative and quantitative metrics including multimodal safety, transit priority and reliability, vehicle operations, multimodal accessibility and circulation, and impacts to parking.



San Francisco – Ocean Avenue concept rendering

SFMTA Fifth Street Streetscape; San Francisco, CA

When Kittelson began working with the SFMTA on the 5th Street Streetscape Project, 5th Street between Townsend Street and Market Street was a two-way, four-lane undivided street with on-street parking and curbside loading/unloading. The corridor was serving multiple Muni bus lines and commuter shuttles and



Implemented San Francisco Fifth Street design

had become an increasingly attractive bicycling connection. With the upcoming completion of the Central Subway and improvements to parallel corridors (6th, 7th, and 8th Streets) and cross streets (Market, Howard, Folsom, and Townsend Streets), the demand for biking, transit, and walking trips was expected to increase. Demand for motor vehicle trips was expected to persist, as 5th Street provides direct access to I-80 and to shopping/parking areas near and around Union Square to the north. Kittelson was retained to help realize the City's new vision for this busy area.

For the study, Kittelson worked with **Exhibit A** to complete a baseline transportation operations analysis for the 5th Street corridor. This work included data collection for auto, bicycle, pedestrian, and bus operations as well as curbside inventory and on-street parking supply and demand. Along with the traffic operations analysis, these efforts informed the development and analysis of alternative concept designs. A preferred alternative was ultimately selected that maximized safety for pedestrians and bicyclists and minimized potential traffic diversions and delay to motor vehicles and transit. Kittelson also prepared striping plans for the concept; the final design was completed by SFMTA staff.

With construction of the improvements (completed in 2020), the 5th Street Streetscape Project now provides dedicated bicycle facilities, integrates enhancements for transit (e.g., bus boarding islands), and incorporates other changes such as high-visibility crosswalks to improve safety for people walking and biking. The project was coordinated with other development and streetscape projects in the area, with the goal of creating a balanced transportation network in the neighborhood, as well as a more livable and inviting place for all users.

NCHRP 03-130 Roundabout Guide; Nationwide

Kittelson is developing the third edition of the national guide for the planning, analysis, design, and construction of roundabouts. The updated guide incorporates recent best practices and additional research about the roundabout practice. The project included original research that inform much of the new guide content.

FHWA Crosswalk Marking Selection Guide; Nationwide

Kittelson led a research team to develop a guide for crosswalk marking effectiveness. The guide presents best practices and findings from literature and original research to help agencies select the appropriate crosswalk markings at chosen locations or on a policy basis, based on factors relevant to their context. The guide considers safety, cost, and overall effectiveness of various crosswalk marking types, helping agencies select markings systematically and optimally.

Exhibit A

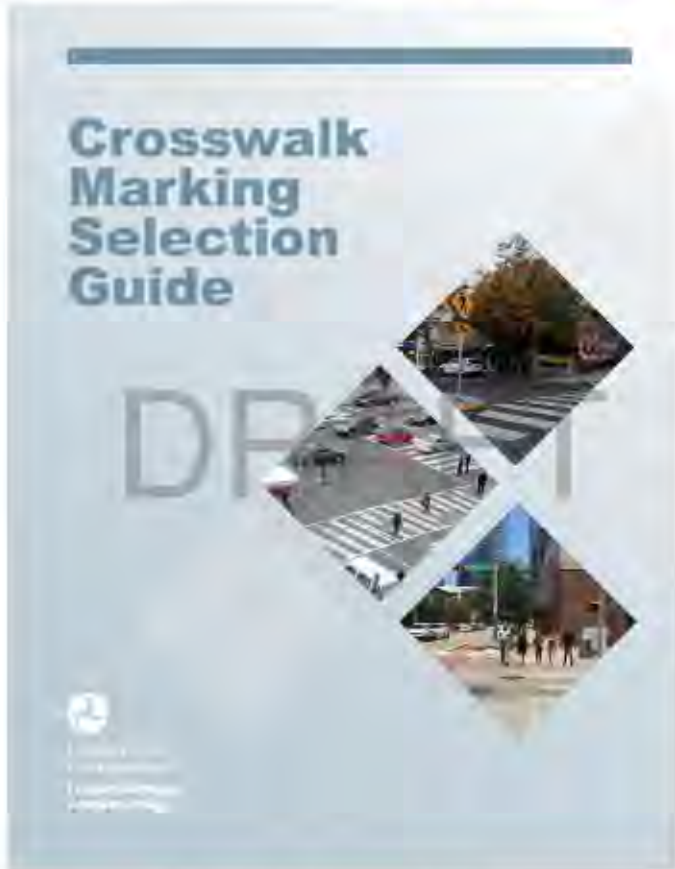
SRTA Shasta Regional Active Transportation Network; Shasta County, CA

Kittelson is working with the Shasta Regional Transportation Agency to support the planning and design of active transportation projects for the region's local jurisdictions and tribes. The Kittelson team has also provided grant writing services to develop competitive grant applications to seek implementation funding for Clean California and Active Transportation Program grants. Kittelson's task orders under this contract include:

- Developing a shared-use path connection and creek clean-up and beautification project along Calaboose Creek and Clean California grant application;
- Designing a town-wide, low-stress shared-use-path and bike boulevard network for the Pit River Tribe and Town of Burney for consideration for ATP Cycle 7;
- Road diet concept designs and ATP Cycle 6 infrastructure and quick build grant applications including separated bike lanes, shared-use paths, pedestrian crossings;
- Development of concept designs and an ATP Cycle 6 grant application for the "Butte Street Boogie" low-stress network connecting between downtown Redding and the Magnolia neighborhood; and,
- Working with SRTA and local jurisdictions to establish a regional wayfinding system for walking and biking travel within and between communities.



Pit River Tribe Concept Design



Draft Crosswalk Marking Selection Guide

NCHRP 15-78: Guidebook for Urban and Suburban Roadway Cross-Sectional Reallocation; Nationwide

Kittelson is leading the research team that is creating implementable, user-oriented guidance to support projects reallocating roadway cross sections. The guidance will use a performance-based design approach and provide performance measures to support decisions throughout a project's development. The research effort includes an extensive literature review, national and international agency peer exchanges, and original data collection and analysis to inform a decision-making framework for cross-sectional reallocation. The decision-making framework will be usable by practitioners at each stage of the project development process and will incorporate research findings on the transportation and non-transportation outcomes of cross-sectional reallocation as framework inputs and outputs.

Exhibit A

Lafayette Safe Routes to Acalanes High School; Lafayette, CA

Kittelson is refining existing concept designs and evaluating the feasibility of the community proposed center-running two-way cycle track on Pleasant Hill Road between Mount Diablo Boulevard and Deer Hill/Stanley Road. This includes identification of design considerations, constraints, and opportunities as well as operational impacts, and potential constructability issues or concerns. In addition, Kittelson is leading community engagement and stakeholder coordination. Pending the results of the feasibility analysis, Kittelson will lead the bikeway project through final design and environmental clearance.

Alameda CTC Alameda-Oakland Estuary Crossing Study; Alameda County, CA

The Alameda-Oakland Estuary Crossing Study explored a variety of crossing options to span the estuary and connect the West End of Alameda with Jack London Square and Downtown Oakland. For this study we developed a travel demand forecasting tool to compare the expected bike and walk usage of these different crossing options from widening of the existing sidewalk, constructing a new bike/ped/transit tunnel or bike/ped bridge, and initiating water shuttle service.

Figure 23 Summary of Results

Estuary Crossing Forecast Tool Results

GENERAL FIRM INFORMATION

For over 37 years, Kittelson & Associates, Inc. (Kittelson) has provided transportation engineering, planning, and research services to government agencies, municipalities, and private organizations. Founded in 1985, Kittelson is composed of over 300 skilled professionals and national experts across 24 offices, allowing us to proudly offer decades of progressive research and technological innovation along with a diverse portfolio of industry-leading work. We develop thoughtful and creative transportation solutions that apply directly to real-world problems with the goal of improving the performance for all transportation systems.

Our firm's corporate headquarters is located in Portland, OR, while our California branch offices are located in Oakland, Sacramento, Orange, and San Diego. Our firm offers direct access to national expertise on pedestrian and bicycle planning and facility design, and professionals who are actively involved with the latest national research related to traffic operations and safety. We have abundant experience completing intersection improvements that consider geometric, operational, performance issues, multimodal access, regional systems, and corridor system needs. Our experience includes developing and evaluating scaled design alternatives for roundabouts and other intersection forms and completing traffic control plans that provide safe and efficient traffic management during construction.

From policy planning to urban design/downtown redevelopment planning, our aim is to enable transportation to be a contributor, not a barrier, to a community's long-term economic competitiveness and quality of life. Working collaboratively with the multidisciplinary team, public agencies, and private organizations Kittelson has completed traffic studies, designed traffic signals and intersection improvements, worked with the community, and participated in the master planning process to make sure transportation facilities are planned and designed with respect for its role in the public arena.

Exhibit A

RESUMES

MIKE ALSTON | SENIOR ENGINEERING ASSOCIATE

Exhibit A



Mike Alston has experience in transportation planning, traffic engineering, and pedestrian and bicycle safety. His areas of expertise include systemic crash data analysis; GIS mapping and analysis; intersection operations analysis; planning and project prioritization, including social equity analysis; and safety countermeasure selection. He enjoys working closely with cities and agencies to create safer and more comprehensive environments for all transportation users, especially in the context of project prioritization.

PROJECT EXPERIENCE

Alameda Citywide Roundabout Analysis; Alameda, CA. Mike is project manager for this task under Kittelson's on-call transportation engineering contract with the City of Alameda. The work constitutes a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. The team's work has included: review of draft roundabout concept designs; a citywide screening analysis using criteria sensitive to social and geographic equity to confirm locations identified by City staff as potential locations for roundabouts; a high-level feasibility assessment of 10 likely locations for roundabout construction; recommendations for how policies related to roundabouts and traffic circles might fit within existing General Plan policies; identifying resources for best practices related to considering, designing, and implementing neighborhood traffic circles; and evaluating the City's designated slow streets using best practices and aerial imagery/field work to identify locations for temporary traffic circles. Kittelson is also conducting alternatives evaluation at two sites and developing preliminary engineering concepts for another two intersections and assisting the City with review and public engagement related to a previously documented intersection control evaluation (ICE) showing improved operations for a roundabout concept at the Island Drive/Mecartney Road intersection (on Bay Farm Island) versus the existing all-way stop or a proposed traffic signal.

Oakland Active Transportation Program Design; Oakland, CA.

Kittelson is assisting the City of Oakland with traffic design at a number of locations in support of grant funding and implementation its active transportation and mobility plans. This contract includes conceptual (30 percent) design for the Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase 2 project which would extend a multiuse path and road diet along a 1-mile corridor in East Oakland. For LAMMPS, Kittelson conducted field review, prepared a conceptual base map, developed and submitted 15 and 30 percent designs, and prepared engineering cost estimates to accompany the designs in support of an Alameda County Transportation Commission grant application. Kittelson is also preparing design plans to help the City implement its Grand Avenue Mobility Plan (GAMP). Kittelson is validating design decisions by collecting traffic counts over time and conducting traffic analysis to support the design. Kittelson will ultimately prepare a signing and striping plan that OakDOT can implement through its paving contract. Mike is serving in a deputy project manager role on the project, leading the design plans for both corridors.

EDUCATION

- MS, Civil Engineering (Transportation), University of California Berkeley
- MCRP, University of California Berkeley
- BS, Civil Engineering, North Carolina State University

YEARS OF EXPERIENCE

5

CERTIFICATIONS

Roadway Safety Professional, Level 1

Engineer-in-Training

AFFILIATIONS

- Association of Pedestrian and Bicycle Professionals, Member of Policy Committee
- Friend of Transportation Research Board Standing Committee on Pedestrians
- Institute of Transportation Engineers, Member

SFMTA Frida Kahlo Way/Ocean Ave./Geneva Ave. Intersection Project; San Francisco, CA. This project aimed to improve safety, accessibility and comfort for people traveling through this intersection that serves a significant amount of vehicle traffic as well as Muni bus and streetcar/light rail lines, and that is also an important walking and bicycling connection due to its proximity to City College of San Francisco and a large planned residential development. Kittelson developed conceptual design alternatives that were evaluated against traffic safety, transit

Exhibit A

priority and reliability, vehicle circulation, and other metrics. Mike led the multimodal evaluation of conceptual alternatives to determine preferred short-term and long-term projects for agency consideration.

FHWA Crosswalk Marking Guidance. Kittelson is leading a research team to develop a guide for crosswalk marking effectiveness. The guide will present best practices and findings from existing literature and original research to help select the appropriate crosswalk markings at chosen locations or on a policy basis. The guide will consider safety, cost, and overall effectiveness of various crosswalk marking types, helping agencies select markings systematically and optimally. Mike will be leading the original research and data collection effort.

NCHRP 03-130: Roundabouts: An Informational Guide. Kittelson developed the third edition of the national guide for the planning, analysis, design, and construction of roundabouts. The updated guide incorporates recent best practices and additional research about the roundabout practice. Mike designed the original research plans that will further advance the practice and will be included in the new guide.

NCHRP 07-25 Pedestrian and Bicyclist Safety at Alternative Intersections. Kittelson performed research to develop a guide for transportation practitioners to improve and integrate non-motorized user safety considerations at alternative intersections and interchanges through planning, design, and operational treatments. Mike conducted a literature review into safety treatments for pedestrians and bicyclists, developed an assessment methodology to evaluate design alternatives, and is developing a reasonableness and quality of service method for evaluating designs.

San Francisco Municipal Transportation Agency Transportation Planning On-Call; San Francisco, CA.

Task 6: Glen Park Phase 2 Preliminary Engineering; San Francisco, CA. Kittelson developed a preferred alternative for improving pedestrian and bicycle access and safety while maintaining adequate traffic flow for high-frequency transit service along Bosworth St. and past the Glen Park Bay Area Rapid Transit station. Mike developed preliminary design concepts, analyzed corridor operations, and evaluated alternatives from a multimodal perspective.

HERMANUS STEYN, PE | SENIOR PRINCIPAL ENGINEER

Exhibit A



Hermanus Steyn is a transportation engineer with experience in taking transportation concepts from his research into the planning, design, and construction phases. He has managed hundreds of projects and knows that the context of the project and working with the community are essential to a successful project. Hermanus understands the interaction between design, operations, and safety for all users and capably synchronizes all facets of a project to achieve regulatory compliance and facilitate construction.

PROJECT EXPERIENCE

Alameda Citywide Roundabout Analysis; Alameda, CA. Hermanus was the senior technical advisor and CA PE working on this task under Kittelson's on-call transportation engineering contract with the City of Alameda. The work constitutes a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. The team's work has included: review of draft roundabout concept designs; a citywide screening analysis using criteria sensitive to social and geographic equity to confirm locations identified by City staff as potential locations for roundabouts; a high-level feasibility assessment of 10 likely locations for roundabout construction; recommendations for how policies related to roundabouts and traffic circles might fit within existing General Plan policies; identifying resources for best practices related to considering, designing, and implementing neighborhood traffic circles; and evaluating the City's designated slow streets using best practices and aerial imagery/field work to identify locations for temporary traffic circles. Kittelson is also conducting alternatives evaluation at two sites and developing preliminary engineering concepts for another two intersections and assisting the City with review and public engagement related to a previously documented intersection control evaluation (ICE) showing improved operations for a roundabout concept at the Island Drive/Mecartney Road intersection (on Bay Farm Island) versus the existing all-way stop or a proposed traffic signal.

EDUCATION

BEng, Civil Engineering,
University of Stellenbosch

YEARS OF EXPERIENCE

29

LICENSES/CERTIFICATIONS

Professional Engineer, CA, ID,
MT, OR, TN, UT, WA, and South
Africa

AFFILIATIONS

- Transportation Research Board - Performance Effects of Geometric Design Committee – Co Chair
- Institute of Transportation Engineers, Member
- Women's Transportation Seminar, Member

SRTA Shasta Regional Active Transportation Network; Shasta County, CA. Hermanus was the senior technical advisor and CA PE working with the Shasta Regional Transportation Agency to support the planning and design of active transportation projects for the region's local jurisdictions. The Kittelson team has also provided grant writing services to develop competitive grant applications to seek implementation funding for Clean California and Active Transportation Program grants. Kittelson's task orders under this contract have included development of shared use path networks and connections to expand low-stress walking and biking in Redding and the Town of Burney (in collaboration with the Pit River Tribe). Kittelson has also assisted the City of Redding in designing their first all ages, traffic calmed bike boulevard networks and developed concepts for road diets and walking and biking improvements on the arterials of Park Marina Drive, Hilltop Drive, and Victor Avenue. For each of these efforts, Kittelson is also assisting the local jurisdictions and tribes in developing grant applications to support implementation of the planning and design efforts.

Smart Growth America: Interstate 15 Technology Corridor through Lehi, Utah Preliminary Design Charrette; Lehi, UT. Hermanus facilitated a series of design charrettes over two days with Utah Department of Transportation (UDOT) and City of Lehi planning and engineering staff on behalf of Smart Growth America's Governors' Institute to envision a project for the Lehi portion of the I-15/Technology Corridor. The plan for the corridor introduces a new interchange that is connected with adjacent interchanges with frontage roads (collector-distributor roads). The corridor is a barrier to land uses on both sides of the freeway and discourages other modes of transportation. Hermanus provided an overview of basic principles of interchange design, road hierarchy, and multimodal urban design by setting the stage to apply these fundamentals in developing refined solutions to address the local needs and visions. He worked in small groups by brainstorming ideas for interchanges, crossroads, intersection traffic control (signals, roundabouts), local streets, and non-motorized corridors by sketching a series of concepts to capture these ideas.

Exhibit A

FDOT Complete Streets and Context Classification Workshops; FL. Hermanus presented at and facilitated five workshops focused on reviewing and applying recent FDOT-wide initiatives, including complete streets and context classification. The workshops covered new policies, procedures, and standards that have been adopted as a result of the FDOT Complete Streets initiative. The participants also learned how local stakeholders and FDOT can collaborate to advance community goals of mobility, safety, and economic development. During the workshops, a venue was created to discuss ideas about improving collaboration on land use and transportation-decision making in the region and latest best practices from FDOT and the industry on planning, designing, and implementing complete streets. Hermanus' presentations reflected national trends in performance-based design based on the land use context, how agencies are integrating land use into design standards and criteria, and the design of multimodal corridors.

Burke-Gilman Trail Missing Link; Seattle, WA. The Seattle Department of Transportation hired Kittelson (Hermanus) to advise the design which will complete a missing link in the popular Burke-Gilman Trail. The proposed design for the connection was an on-street two-way separated bike lane through an industrial corridor. Kittelson set-up a field test of the proposed design to test corridor visibility and accessibility of the separated bike lane from various perspectives at the schematic design milestone. Project staff simulated a driveway crossing of the Missing Link design along Shilshole Ave. NW with paint, traffic cones and barrels, and trail signs at a test driveway. A large tractor-trailer truck was driven across the simulated driveway to test various turning motions and verify that driveway design specifications can accommodate these truck movements. The field test verified design parameters and helped identify potential design components that could be further refined in final driveway design of the Missing Link corridor, including modifying the location of LED warning signs, adjusting tapers, implementing vehicle detection to trigger flashing LED lights, and extending pavement markings.

SE 1st St. Corridor Improvements; Vancouver, WA. Safety and congestion were the main drivers for upgrading SE 1st Street to current principal arterial standards and adding pedestrian and bicycle facilities. The planned improvements will enhance safety, manage access to the fronting properties, and minimize vehicle delay. At the beginning of the project, Kittelson conducted traffic operations and safety studies to confirm and refine the project needs, including lane configurations, signals, and pedestrian and bicycle considerations. Guided by the traffic operations analysis, the project team prepared plans, specifications, and estimates (PS&E) materials for all traffic signal modifications / replacements, new traffic signals, signing and striping, and lighting along the corridor. With the addition of cycle tracks along SE 1st Street, Kittelson specifically guided the geometry of the proposed "protected bicycle intersections." The project team developed signal phasing and timing options as part of the signal design at these intersections, ensuring that all detection and display options had been considered for pedestrians, bicycles, and vehicles based on local policies and standards, as well as considering national trends. As part of the signing and striping plans, the team also developed a custom sign for left-turning bicycles at the protected bicycle intersections. Kittelson also work collaboratively with City and presented educational material to the Bike and Pedestrian Stakeholders Group (BPSG). Hermanus served as the project manager and engineer-of-record for the traffic related design elements.

Oregon DOT Blueprint for Urban Design; Statewide. Hermanus managed developing the ODOT *Blueprint for Urban Design*, a comprehensive guide to address design challenges statewide and establishes key urban design principles for ODOT. Kittelson completed an audit of ODOT manuals related to urban design; worked closely with ODOT staff, stakeholders and jurisdictions, eliciting feedback via a successful online survey and focus groups; and completed white papers addressing design challenges (i.e., bicycle facility design selection, pedestrian crossing spacing, and target speed). The new publication is a "bridging document" between the ODOT *Highway Design Manual* and future update. It establishes key urban planning and design principles for the state by referencing best practices and tying ODOT manuals together (design, operations, and safety). Hermanus also developed training materials that include case studies for ODOT staff to teach throughout Oregon.

Cliff Dr./Las Positas Roundabout Design; Santa Barbara, CA. For nearly 18 years the City of Santa Barbara planned to construct a roundabout, and Kittelson's expertise was instrumental in getting the project constructed. Hermanus served as principal engineer and carried out a robust QA/QC process to make sure the project was constructible and within the City's available budget. Working closely with the City staff, Hermanus and the Kittelson team developed creative ways to reduce the construction cost and prepared accurate and thorough cost estimates, meeting the City's budget constraints. Ultimately, bids very close to the final engineer's estimate were received and the construction contract was successfully awarded—a huge milestone that Kittelson helped the City to achieve.

LAURENCE LEWIS, AICP, LEED AP | PRINCIPAL PLANNER

Exhibit A



Laurence Lewis is a principal transportation engineer and planner whose career has focused on the integration of land use and transportation. His project experience includes multimodal corridor studies, Complete Streets planning, local government mobility plans, transit-oriented development (TOD) studies, and transportation analyses. He has worked on a wide variety of transit planning, traffic engineering, land use policy, and urban design projects throughout many parts of the United States. Laurence brings a unique blend of experience in the integration of transportation with issues such as urban design, land use, and environmental sustainability, and is skilled in stakeholder collaboration and public engagement.

PROJECT EXPERIENCE

Alameda Citywide Roundabout Analysis; Alameda, CA. Laurence is project principal for this task under Kittelson's on-call transportation engineering contract with the City of Alameda. The work constitutes a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. The team's work has included: review of draft roundabout concept designs; a citywide screening analysis using criteria sensitive to social and geographic equity to confirm locations identified by City staff as potential locations for roundabouts; a high-level feasibility assessment of 10 likely locations for roundabout construction; recommendations for how policies related to roundabouts and traffic circles might fit within existing General Plan policies; identifying resources for best practices related to considering, designing, and implementing neighborhood traffic circles; and evaluating the City's designated slow streets using best practices and aerial imagery/field work to identify locations for temporary traffic circles. Kittelson is also conducting alternatives evaluation at two sites and developing preliminary engineering concepts for another two intersections and assisting the City with review and public engagement related to a previously documented intersection control evaluation (ICE) showing improved operations for a roundabout concept at the Island Drive/Mecartney Road intersection (on Bay Farm Island) versus the existing all-way stop or a proposed traffic signal.

City of Alameda Central Avenue Complete Streets; Alameda, CA, Transportation Planning Lead. Laurence served as transportation planner and Kittelson's lead for an analysis of complete streets improvements along 1.7 miles of Central Avenue in the city of Alameda. The study evaluated road diet options and bike lane configurations to connect schools, parks, and residential areas along the corridor. The study also included Synchro traffic operations analyses, safety analyses for pedestrians, cyclists, and motorists, and development of a conceptual striping plan. Laurence presented at three rounds of community meetings and during approval hearings for the transportation commission and city council. The project was awarded a Caltrans Active Transportation Planning grant in December 2016.

East 14th Street/Mission Boulevard and Fremont Boulevard Multimodal Corridor Project; Alameda County, CA, Project Manager. Laurence is serving as project manager for this effort for the Alameda CTC to identify implementable improvements to regional mobility along the East 14th Street/Mission Boulevard and Fremont Boulevard corridor. The 30-mile project corridor is a regionally significant transit corridor and connects multiple Priority Development Areas and BART stations. The project combines analyses of transit, bicycle, pedestrian, and traffic circulation systems with stakeholder engagement to develop improvement concepts in anticipation of projected growth.

San Francisco Municipal Transportation Agency (SFMTA) On-Call Services; San Francisco, CA, Contract Manager. Laurence has served as project principal and/or project manager for more than 15 task order assignments as part of Kittelson's on-call contract with SFMTA. Along with the assignments below, task orders have included a Traffic Calming Evaluation Handbook, the Brannan Street Road Diet, the Ocean Avenue Safety Project, and multimodal traffic counts at more than 200 locations throughout San Francisco.

EDUCATION

- MS City and Regional Planning, University of North Carolina
- BS Civil Engineering, Princeton University

YEARS OF EXPERIENCE

22

LICENSES

- American Institute of Certified Planners
- LEED Accredited Professional
- Professional Engineer- FL

AFFILIATIONS

- Panelist: TCRP H-45 Livable Transit Corridors: Methods, Metrics and Strategies (2011–2016)
- Institute of Transportation Engineers, Member
- American Planning Association, Member
- Urban Land Institute, Member
- City of Orlando Municipal Planning Board, Member (2012-2014)

Exhibit A

Safe Streets Evaluation Program. In support of SFMTA's Vision Zero safety improvements, Kittelson developed a project evaluation handbook and data collection standard operating practices with supporting templates and guidance for SFMTA staff. Since the development of the Safe Streets Evaluation Handbook in 2017, Kittelson has supported SFMTA in data collection and for over 20 projects.

Advance SF Grant Support. Kittelson is providing technical support to SFMTA for its FHWA Advanced Transportation and Congestion Management (ATCMTD) Grant. The task order focuses on the Vision Zero Corridor Pilot, which is utilizing LIDAR and other signal communications upgrades to improve safety and transit reliability near the Chase Center arena. Tasks include: developing an evaluation plan for the Vision Zero pilot and associated technologies; providing guidance on vehicle-to-vehicle and vehicle-to-infrastructure (V2V/V2I) pilot projects and potential applications; and completing best practices research on near-miss detection using LIDAR. **5th Street Streetscape.** Kittelson conducted existing conditions review and traffic analysis (transit, bicycle, pedestrian, and loading/parking) for a preferred design to maximize pedestrian and bicyclist safety benefits along an 0.8-mile segment of 5th Street between Townsend and Market. Planning and design will lead to implementation concurrent with completion of San Francisco's new Central Subway.

Geary Bus Rapid Transit (BRT) Data Collection. This task order consisted of: 1) an intercept survey to better understand the characteristics and opinions of people who regularly travel the Geary corridor by all modes; 2) a bus speed and delay study to understand the sources of bus travel delay; and 3) a before/after evaluation of interim near-term changes. The initial data collection results were used to inform public outreach activities, while the before/after results were used to refine the design of interim and final improvements.

Tour Bus Curb Management Study. Kittelson worked with SFMTA on a study to develop a comprehensive understanding of tour bus activity and its effects in San Francisco. The analysis estimated the costs and benefits associated with the tour bus industry and identified new policies for effectively managing tour bus volumes. The team also developed improved methods for allocating and distributing curbside space at tour bus stops.

Central County Complete Streets Implementation; Alameda County, CA, Project Manager. Laurence was project manager for complete streets implementation expertise and planning services for Alameda County and the Cities of San Leandro and Hayward. The project provided technical assistance in incorporating complete streets principles into everyday practices such as development review, infrastructure design, and street maintenance. Kittelson prepared a series of implementation tools such as street design guidelines, development review checklists, and staff training sessions. Kittelson's client for this project was the Alameda County Transportation Commission.

Bay Fair BART Transit Village Transit-Oriented Development Specific Plan; San Leandro, CA, Transportation Planning Lead. Laurence served as transportation planner and Kittelson's lead for the development of a TOD plan for the area surrounding the Bay Fair BART station in San Leandro. Kittelson was responsible for all transportation system elements, including bicycle and pedestrian circulation, transit routing and circulation, parking, and traffic operations. The TOD plan included several potential complete streets improvements and new street connections to improve multimodal safety and connectivity. The plan also includes transportation demand management policies addressing parking, curb management, and shared mobility. In 2019, the Bay Fair TOD Specific Plan won an APA California Northern Section Award of Merit.

Contra Costa Transportation Authority Innovate 680; Contra Costa County, CA, Task Lead. Innovate 680 is a program undertaken by the Contra Costa Transportation Authority to combine next-generation traffic management techniques with new, data-driven approaches to manage congestion, smooth traffic flow, and increase vehicle occupancy along I-680 in Contra Costa County. Laurence led the transit portion of the baseline performance metrics analysis. This work consisted of analyzing existing service conditions, preparing the transit chapters of the baseline conditions report, and making presentations to agency partners (through the ConOps Working Group) and the Innovate 680 program team.

Oakland Department of Transportation—Transportation Planning On-Call; Oakland, CA, Project Principal. Laurence has served as project principal for several task orders under this contract. The task orders have included planning, design, integration and implementation of pedestrian and bicycle facilities, transit facilities, multimodal transportation impact analysis and traffic modeling, data collection and analysis, roadway reconfiguration and traffic calming studies, design and engineering of streets and intersection improvements, preparation of grant applications, stakeholder and community engagement and spatial network analysis and GIS mapping. He has worked on before/after studies and feasibility studies for Telegraph Avenue, Clay Street, and 14th Street.

WADE SCARBROUGH, PE | PRINCIPAL ENGINEER

Exhibit A



Wade Scarbrough has prepared feasibility studies, preliminary design plans, final geometric layouts, and/or final traffic design plans for roundabout concepts at more than 100 intersections worldwide, including many that have been constructed. He co-authored the Federal Highway Administration (FHWA) *Roundabouts: An Informational Guide, 1st Edition*, and the *Technical Summaries on Roundabouts and Mini-Roundabouts*. In addition, Wade has been involved in the development and design graphics for many state, regional, and local roundabout guides, as well as the *2009 Manual on Uniform Traffic Control Devices*. He regularly prepares final plans, specifications, and cost estimates (PS&E) for other intersection forms and transportation facilities, including traffic signals, unsignalized intersections, pedestrian crossings, street lighting, and ITS applications.

EDUCATION

- BS, Civil Engineering, University of Idaho

YEARS OF EXPERIENCE

27

LICENSES/CERTIFICATIONS

- Professional Engineer: CA #75332

AFFILIATIONS

- Institute of Transportation Engineers

PUBLICATIONS

- Rodegerdts, L.A., W.E. Scarbrough, and J.A. Bansen. Roundabout Technical Summary. FHWA, Washington, D.C., 2010.
- Rodegerdts, L.A., W.E. Scarbrough, and J.A. Bansen. Technical Summary on Mini-Roundabouts. FHWA, Washington, D.C., 2010.
- With co-authors Myers, et al., Kansas Roundabout Guide: A Supplement to FHWA's Roundabouts: An Informational Guide, Kansas Department of Transportation, October 2003.
- With co-authors Robinson, et al., Roundabouts: An Informational Guide, Report No. FHWA-RD-00-067, Washington, DC: USDOT, FHWA, June 2000.

As a nationally recognized roundabout expert, Wade routinely conducts peer reviews of roundabout designs and operational analyses for design firms and public agencies throughout the US. This work includes comprehensive roundabout design checks, such as fastest path, design vehicle, multilane natural path (path overlap), sight distance, vertical alignment, design details, signing and pavement markings, and illumination layout and details.

PROJECT EXPERIENCE

Sheldon Road/Bradshaw Road Roundabout Design; Elk Grove, CA. Wade prepared initial design concepts for the roundabout. The recommended roundabout layout featured carefully designed features to provide long-term capacity needs while enhancing safety performance for all users. The design also included horizontal approach curvature to reduce speeds in advance of the roundabout, offset of the entry alignments to enhance speed control while accommodating large trucks, and elongated splitter islands to provide access control and speed management. Wade reviewed the final geometric plan and signing and striping plans.

Gateway West Roundabout Concept Design; Sacramento, CA. Wade prepared the roundabout design concept report requested by the City of Sacramento for a new roundabout on Duckhorn Boulevard at the site access point to the new Gateway West Arena Boulevard Retail Center development.

Iowa DOT Statewide Roundabout Reviews; IA. Wade is a senior reviewer on the team for Kittelson's work with the Iowa Department of Transportation to provide plan and design reviews of roundabouts throughout the state. Review has included project phasing from initial selection and layout to redesign of roundabouts. Tasks include review of feasibility studies, capacity and operational analyses, and reviews of design, lighting, signing, and markings. Kittelson is also providing information, education, and feedback to DOT staff to help build expertise in roundabouts.

Powell Butte Hwy./Neff Rd./Alfalfa Market Rd. Roundabout; Deschutes County, OR. Wade provided analysis and design oversight for this roundabout on a rural roadway, constructed to address safety deficiencies. He prepared roundabout sketch concepts, reviewed analysis and design documents, and developed geometric refinements. The speed management techniques in the design include advance horizontal curvature, cross sectional changes, dynamic warning signs, illumination, and roadside features. The project involved transitioning driver speeds on rural Powell Butte Hwy. to a speed appropriate for the roundabout. During the final design, Wade oversaw preparation of PS&E documents, which included signing & striping, illumination, and traffic control.

Exhibit A

SW Stafford Rd./SW Borland Rd. Multi-lane Roundabout; Clackamas County, OR. Wade was project manager for the preliminary and final design of this multi-lane roundabout. He prepared the initial conceptual design study for Clackamas County and led the multidisciplinary team that prepared the final construction documents. The project included numerous design complications: steep topography, significant traffic flows to be maintained during construction, and challenging local property owners.

OR 47/Verboort Rd./Purdin Rd./David Hill Rd. Roundabouts; Washington County, OR. As project principal, Wade provided peer review services to the consultant design team during the preliminary and final design of two new single-lane roundabouts in a rural high-speed environment with a history of fatal crashes. The designs featured advance approach curvature, urban cross-sectional features, extended splitter islands, and other treatments to heighten driver awareness and reduce speeds in advance. The first roundabout was constructed in late 2016 and the second roundabout was constructed in 2017.

Bond St./Wilson Ave. Roundabout Design; Bend, OR. Wade was traffic engineer, preparing the preliminary geometric layout for this single-lane roundabout. He worked collaboratively with the design team and City of Bend to complete the PS&E documents, which included roadway, illumination, and signing & striping design. This project represented a combination of public and private entities, as well as a creative construction staging plan to maintain traffic.

San Luis Ranch Development; San Luis Obispo, CA. As Engineer of Record for the traffic signals, Wade oversaw the design of two signal replacements on Madonna Road and two new pedestrian hybrid beacon installations. The designs included special signals and pushbutton accommodations for bicyclists and pedestrians.

FHWA Safety Assessment of Variable Speeds; Berkeley, CA. Wade was an author of this technical summary for the FHWA Office of Traffic and Safety on roundabouts, which provides a concise reference for transportation officials and other professionals involved in the design, selection, and implementation of roundabouts. It provides an overview of safety considerations in the design and operation of roundabout intersections in urban, suburban, and rural environments where design considerations can vary as a function of land uses, travel speeds, volumes of traffic by mode (e.g., car, pedestrian, or bicycle), and many other variables.

Long Beach PCH/2nd Project Traffic Engineering; Long Beach, CA. Kittelson conducted sensitivity testing of several access and circulation options. Wade developed design concepts for the site access intersections and provided quality control/assurance and review of the team's analysis of proposed internal circulation options. Additionally, Kittelson coordinated with Caltrans District 7 to prepare a Permit Engineering Evaluation Report (PEER) document for the proposed signal on Pacific Coast Highway.

Sierra Point Signal Designs; Brisbane, CA. Wade was Principal Engineer for signal modification and a new signal for a Biotech development in Brisbane. Also included in the project was an ICE study and a corridor development alternatives study for subsequent phases of the development.

Land Park Commercial Development Traffic Signal Design Concept Report; Sacramento, CA. For this new commercial development in Sacramento, Wade prepared the traffic signal design concept report and final PS&E for a new pedestrian crossing and signal modification along Freeport Boulevard.

FRED WISMER, PE | ASSOCIATE ENGINEER

Exhibit A



Fred Wismer has a proven ability to determine the most efficient design to meet public and agency needs for a project. Fred has capably assessed project alternatives, created conceptual layouts, facilitated public involvement, and coordinated all permitting requirements. His experience includes preparing final roadway construction plans, special provisions, quantity take-offs, and engineering estimates. For multidisciplinary projects, he integrates all aspects of design; leads coordination efforts; and provides construction engineering support. Fred's approach has helped to deliver millions of dollars' worth of road improvements.

EDUCATION

- BS, Mechanical Engineering, George Fox University

YEARS OF EXPERIENCE

18

LICENSES/CERTIFICATIONS

- Professional Engineer: AK, CA, FL, ID, MT, OR, WA

AWARDS

- 2016 Young Leader Award; American Public Works Association—Oregon Chapter
- 2017 Outstanding Engineering Alumni Award; George Fox University, College of Engineering
- 2020 Communications Award; American Public Works Association—Oregon Chapter

AFFILIATIONS

- American Public Works Association - Oregon Chapter, Portland Luncheon Committee Chair
- American Public Works Association - Oregon Chapter, Chapter Conference First Timers Co-Chair

PROJECT EXPERIENCE

Avila Beach Drive at US 101; Avila Beach, CA. Fred led the layout and design process of the signalized or roundabout intersection alternatives as part of the Intersection Control Evaluation (ICE) for the project. For these evaluations, he performed multiple layout iterations of the roundabout alternatives and all performance checks for the truck turning and fastest path evaluations, providing one that best fit the needs and goals of the intersection and the community. Included in the alternatives study was a sensitivity analysis for when a southbound right-turn lane would be required for the preferred roundabout option. To successfully complete this project, Fred had to coordinate with multiple consultants, Caltrans, and the County of San Luis Obispo.

Cliff Drive—Las Positas Roundabout Design; Santa Barbara, CA. Fred provided final design services to prepare the construction plans, specifications, and estimates for the intersections of Las Positas Rd. and Cliff Dr. in Santa Barbara, CA. The design efforts involved coordinating between the drainage and landscape consultants, completing quantity take-offs, and construction estimates. Fred modified the roundabout conceptual layout for this former stop-controlled tee intersection and led the design team through the Architectural Board of Review approval and project permit documentation. Design drawings included the full horizontal and vertical design, signing & striping, layout, and illumination design. In addition, he provided support through the bidding process and will provide on-going construction engineering support.

Cabrillo Blvd. Roundabout at Los Patos Road; Santa Barbara, CA. The City of Santa Barbara brought Kittelson on board to develop roadway improvements to the US 101 freeway through Santa Barbara, including replacing the railroad structure to accommodate ped/bike facilities, and create interim facilities to go under existing US-101 structures. As part of this project, modifications to the on- and off-ramp terminal intersections and bicycle facility connections will be provided. Fred led the layout and design process of the signalized roundabout intersection alternatives as part of the Intersection Control Evaluation (ICE) for the project. For these evaluations, he performed multiple layout iterations of the roundabout alternatives and all performance checks for the truck turning and fastest path evaluations, providing one that best fit the needs and goals of the intersection and the community. He then led the final design of the chosen roundabout intersection treatment. Additionally, he completed preliminary construction cost estimates for both the signalized and roundabout intersection alternatives as well as all construction estimates for the selected roundabout alternative. Included in the design portion of the project has been the phasing of the overall project to allow construction of the roundabout to begin separate from the adjacent Union Pacific Railroad (UPRR) Bridge Reconstruction. To successfully complete this project, Fred has had to coordinate with multiple consultants, Caltrans, City of Santa Barbara, and the Santa Barbara County Association of Governments.

Exhibit A

Bradshaw Rd./Sheldon Rd. Roundabout Evaluation and Preliminary Design; Elk Grove, CA. For the roundabout at the intersection of Sheldon Rd. and Bradshaw Rd. in Elk Grove, CA, Fred led the design of the geometric layout and design approval. The approval process included multiple iterations of the roundabout layout based on public involvement and feedback, direction from the City of Elk Grove, and coordination with the environment and hydraulic engineers because there is a creek running underneath the intersection. Additionally, Fred led the team through the signing & striping design and layout, construction plan development, specifications, and estimate.

OR219 at Butteville Road Roundabout; Woodburn, OR. Fred led the preliminary and final design for the multi-lane roundabout at the intersection of OR219 and Butteville Road with the Oregon Department of Transportation (ODOT) Region 2. This roundabout tied into the realigned Butteville Road as designed by another engineering firm for the adjacent private development. Fred led the team through the multiple ODOT approvals of concept, design, Mobility Advisory Committee, and construction permits. Additionally, Fred has maintained active involvement in the project throughout construction and final permit closeout.

NE 28th Ave. Complete Street; Hillsboro, OR. Fred served as lead engineer to design and construct improvements along NE 28th Ave., which include safer pedestrian facilities, bike lanes, new lighting and traffic signals, improved horizontal geometry, stormwater system upgrades, water quality treatment for the entire basin, and widening the TriMet light rail crossing to allow for maximum queuing for a future traffic signal at the next intersection.

W. Hayes Complete Street Improvement Project; Woodburn, OR. Fred led the design of this 2,600-foot Complete Street project to add bicycle lanes and continuous sidewalk to both side of W. Hayes Street. This project included new street lighting, an enhanced pedestrian mid-block crossing with RRFB, the City's first owned traffic signal, and first LIDA water quality facility. This project included frontage improvements for both the adjacent Elementary School and local Catholic Church.

S. Higuera Rd. Traffic Signal Design; San Luis Obispo, CA. The Avila Ranch residential development will bring more traffic to South Higuera Road in southern San Luis Obispo. Fred led the layout and design of a traffic signal for a new intersection and the modification of an existing signal according to City and County standards. Challenges to project completion included addressing questions around the timing for improvements relative to the build-out timeline. Fred coordinated with the project owner and the County to ensure the design was flexible to meet the latest standards once traffic levels reached the signal warrant threshold for the new signal to be constructed.

10th Ave. Improvements; Cornelius, OR. Fred led design activities to establish improvements along 3,200 feet of roadway with sidewalks, storm drainage, illumination, utility relocation, and railroad crossings. Connectivity improvements involved upgrading all intersections to meet current Americans with Disabilities Act (ADA) requirements, which includes maintaining accessibility to the zero-setback buildings along the right-of-way. Included with the ADA upgrades are the adjacent TriMet bus stops/shelters, which were reconstructed because of highway improvements. Fred coordinated a full-access management plan for all properties fronting OR 8 and parking lot circulation analysis. The project was funded by Washington County, but designed to the City of Cornelius' standards.

Baseline Rd. Improvements; Hillsboro, OR. Baseline Rd. improvements included adding travel lanes, bike lanes, sidewalks, and illumination. Fred was lead engineer responsible for designing the roadway, walls, waterline, sewer relocation, signal, and storm drainage conveyance. The project also included river hydraulics, wetland fill permit, design and construction survey, a land use application, specifications, and construction cost estimates. This project was one of the first to be permitted under the 2013 SLOPES V (Standard Local Operating Procedures for Endangered Species) biological opinion.

Oregon State University–Washington Way Alternatives Analysis; Corvallis, OR. Fred led the alternatives design for the Washington Way Alternatives Analysis. This project involved the layout and design of four different street concepts alongside the existing railroad corridor behind Reser Stadium on the Oregon State University campus. The project goals included enhancing pedestrian and bicyclist safety while maintaining vehicular travel, minimize parking stall impacts, and coordinating with the railroad owner and university staff. Additionally, construction cost estimates were completed for each alternative.

Coffee Creek Area Concept Designs; West Linn, OR. Fred led the conceptual layouts for multiple intersection concepts within the Coffee Creek Area. Included in these layouts was the development of multiple roundabouts and traffic signal concepts. With each layout a capacity study was completed and estimated construction cost estimates.

JOEL AMARILLAS, PE | ENGINEER

Exhibit A



Joel has extensive transportation experience having worked on a wide variety of projects in Arizona, California, Oregon, Virginia, and Florida. Joel's primary focus include projects related to roadway design with 3D modeling, traffic signal design, roundabout design, pedestrian/bike infrastructure design, and traffic signal operations. Joel has been the lead designer on several roadway/signal designs which include preparing construction documents and developing cost estimates, as well as being the lead engineer in developing coordinated signal timing plans and assisting during field implementation and fine-tuning.

EDUCATION

Bachelor of Science, University of Arizona

YEARS OF EXPERIENCE

6

LICENSES

Professional Engineer: AZ

AFFILIATIONS

- Institute of Transportation Engineers (ITE), Southern Arizona Chapter: President (2018/19) and Secretary-Treasurer (2017/18)
- American Society of Civil Engineers (ASCE), Southern Arizona Younger Member Forum: President-Elect (2018/19), Vice President (2017/18), and Treasurer (2016/17)
- Transportation Research Board (TRB), Member

PROJECT EXPERIENCE

Washington Avenue Complete Streets Final Design; Albany, CA. Lead Designer. Kittelson prepared signing and striping plans and cost estimate for a traffic calming project along Washington Avenue between Pierce Street and Cerrito Street. The plans included installing fog lines to delineate parking areas, installing a painted island to slow traffic and provide a safer pedestrian crossing at Washington Avenue/Gateview Avenue, reconstructing speed humps, and installing signs to highlight lower speeds and pedestrian crossings. Joel led the design of these improvements, which included coordinating and communicating with City of Albany staff, as well as preparing exhibits, roll plots, and the final plans for agency review and public outreach.

Oakland Transportation Planning On-Call; Oakland, CA: Design Supervisor.

Task 9: Active Transportation Program Design, Oakland, CA. Kittelson is working with OakDOT to develop 35% designs for active transportation improvements for four community-supported projects to identify and resolve design trade-offs, assess constructability, prepare cost estimates, and bring these projects to a 35% level of design. These designs will then be submitted by OakDOT for grant funding through the Active Transportation Program (ATP) Cycle 6. Joel serves as design supervisor, assisting in refining the 35% design, preparing exhibits and plan sets for agency review, and cost estimating.

Colter Street Bike Corridor; Phoenix – Lead Designer. The project focused on implementing a low stress bicycle corridor along Colter Street to connect the 20th St and 15th Ave Bike Master Plan corridors. This pre-design phase assessed right-of-way conditions along the corridor, and determined appropriate street crossings, sidewalks, intersection improvements, and bicycle facilities for a low stress connected corridor. Joel led the development and design of the bike/pedestrian improvements, which included conducting workshops with City of Phoenix staff and preparing designs in CAD to produce roll plots and plans for agency review and public outreach materials.

San Francisco Municipal Transportation Agency (SFMTA) On-Call:

Task 10: 5th St. Streetscape Project; San Francisco, CA. Kittelson worked with SFMTA to develop concept designs for multimodal improvements along 5th St. between Townsend St. and Market St. This street segment serves multiple Muni bus lines, commuter shuttles, motor vehicles traveling to and from I-80 and Union Square, pedestrians, and bicyclists. Joel served as an analyst dedicated to developing the conceptual designs of all alternatives.

First Avenue Needs Assessment; Tucson, AZ. Traffic Engineer. Kittelson conducted a multimodal needs assessment for a 3-mile section of First Avenue in Tucson. The study assessed the operational, access, and safety needs for each mode, considering both existing and future traffic demand and land use. Joel led the alternative development and analysis to assess the multimodal traffic operations and safety impacts. Improvement options that were evaluated included several widening scenarios, protected bike lanes, bus queue jump lanes, and protected mid-block crossings.

Exhibit A

Liberty Bicycle Blvd.; Tucson, AZ. Kittelson is providing project assessment and preliminary design services to upgrade a 5-mile stretch of residential streets into a bike boulevard for this combined transportation enhancement and safe routes to school project. The corridor connects numerous schools, a library, and a major transit center. Joel assisted with the document quality control process for project plans.

Pioneer Parkway at Commerce Drive; Yavapai County - Roadway/Traffic Engineer. Kittelson provided engineering services for the design of a multilane roundabout at the Pioneer Pkwy/Commerce Dr intersection. Joel analyzed roundabout operations, developed the horizontal and vertical design of the roundabout, and led the 3D modeling effort in order to prepare accurate construction plans and cost estimates.

Lon Adams Road Reconstruction; Marana, AZ. Lead Designer. Kittelson provided engineering services to the Town of Marana to reconstruct the existing two-lane roadway to include new bike lanes, curb and gutter, sidewalk, ADA curb ramps, updated driveways, lighting, and drainage solutions. Joel led the design of the Lon Adams 3D model, which included horizontal and vertical roadway components, drainage structures, and underground utilities.

Tangerine Road Final Design; Pima County, AZ. Transportation Analyst. Kittelson prepared preliminary engineering, a design concept report, and 30 percent plans for the 10-mile widening of Tangerine Road from west of I-10 to east of La Cañada Drive in Pima County. Joel served as a transportation analyst for this effort, working on various aspects of the final design and preparing construction documents including sewer, utilities, and demolition.

SR 69/SR 169 Intersection Alternative Analysis; Prescott Valley - Roadway/Traffic Engineer. Joel evaluated the existing and future traffic operations of a multilane roundabout at the SR69 and SR 169 intersection. Joel also led the conceptual design of the multilane roundabout following the guidelines in NCHRP 672: Roundabouts an Informational Guide and prepared a cost estimate that included impacts to right-of-way and drainage.

Val Vista Drive, Signal Optimization; Gilbert - Traffic Engineer; Kittelson conducted signal optimization study to improve traffic progression on 14 intersections of Val Vista Dr. from Elliot Rd. to Queen Creek Rd including the traffic interchange at SR202/Val Vista Dr. Joel used the town's Synchro model and optimized the model to improve intersection delay and improve progression along the Val Vista Dr.

Aerospace Parkway Phase II; Pima County, AZ. Roadway Designer. Kittelson developed preliminary and final design plans for the widening of a two-mile section of Aerospace Parkway in Pima County. Joel was responsible for designing and developing the horizontal and vertical roadway design of Aerospace Pkwy. This design included tying into a railroad crossing, two signalized intersections, and several large cross-drainage structures.

Traffic Signal Optimization Performance Evaluation Methodology; Phoenix, AZ. Engineer. Kittelson developed a methodology to evaluate traffic signal optimization performance before and after implementing new traffic signal timing plans. Joel established the steps necessary to apply the methodology, assisted in writing the guidelines, developed the excel spreadsheet tool, and led the training that explains the methodology and guidelines for future traffic signal implementation. *Project Reference: Eric Nava (602-254-6300).*

Broadway East Final Design; Tucson, AZ. Kittelson applied an innovative integrated design process to complete the preliminary and final designs for the Broadway Improvement project in Tucson. The project involved widening the roadway to a four-lane divided cross-section with multimodal improvements, significant drainage crossings, water harvesting, and streetscape improvements. Joel designed side street models to tie existing pavement to the mainline and the underground utilities (water and sewer).

I-10 Corridor Crossings McDowell Rd. and Roosevelt St, from 17th Ave. to 3rd Ave.; Phoenix, AZ. Joel was the lead analyst for the 1st MAG TSOP project that provided grid coordination on McDowell Rd. and Roosevelt St. Joel developed a synchro and TranSync networks using the data collected for the project and input received at the field meeting. The Synchro network included 11 intersections and was utilized to assess existing traffic operations and estimate cycle lengths for the AM and PM peak periods. Joel used TranSync to estimate optimal offsets and provide grid coordination (east-west and north-south). Joel also supported timing plans implementation.

CHRIS ROMANO, AICP, LEED AP ND | SENIOR PLANNER

Exhibit A



Chris Romano specializes in developing equitable, community-driven, context-sensitive, and data-informed solutions for complex transportation projects. Using a safe systems approach, his focus is on creating better and safer places for people of all ages and abilities. His areas of expertise include active transportation, complete streets, urban design, public engagement, and visual communication. Having led projects in both the public and private sectors, Chris is skilled in building consensus between multiple agencies, elected officials, and the community. He has managed projects across the country in various stages, including planning, environmental, final design, permitting, and construction.

EDUCATION

- MURP Urban and Regional Planning, Florida Atlantic University
- MBA International Business, Florida International University
- Certificate in Construction Project Management, San Diego State University
- BS Public Administration, University of Central Florida
- BS Criminal Justice, University of Central Florida

YEARS OF EXPERIENCE

9 Years

LICENSES/CERTIFICATIONS

- American Institute of Certified Planners (AICP)
- Leadership in Energy and Environmental Design Accredited Professional in Neighborhood Development (LEED AP ND)

AFFILIATIONS

- American Planning Association
- American Institute of Certified Planners (AICP)
- Association of Pedestrian and Bicycle Professionals
- New Leaders Council

PROJECT EXPERIENCE

Fourth and Fifth Avenue Bikeways; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the approximately 4.5-mile set of paired bikeways along Fourth and Fifth Avenues in the City of San Diego, connecting Downtown, Bankers Hill, and Hillcrest. Improvements include a combination of protected and buffered bikeways, crossing improvements, landscaping, bike signals, and others. In leading this project, Chris was responsible for guiding the final design process to create a safe and comfortable facility for people of all ages and abilities, leading the community engagement, obtaining development permits from the City of San Diego, managing the \$25 million project budget, and managing the construction process.

Eastern Hillcrest Bikeways; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the 1.5-mile bikeway in San Diego's Hillcrest community, with a combination of protected bikeways, slow streets, a protected intersection, and the Normal Street Promenade. This project is a model of interagency coordination, with Chris developing a relationship with the City of San Diego, Councilmember Chris Ward's office, and community partners to bring the Normal Street Promenade to life, including identifying funding and facilitating a community driven design process. The Normal Street Promenade is the realization of 30+ years of outreach and planning efforts to bring a new, urban public space to Hillcrest. Chris managed the \$20 million project from conceptual design through permitting with the City of San Diego and Caltrans.

University Bikeway; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the approximately 3-mile bikeway connecting City Heights to North Park and La Mesa. Improvements include a combination of protected and buffered bikeways, a protected intersection, bus islands, crossing improvements, landscaping, bike signals, and others. Chris managed the \$20 million project from final design through the permitting with the City of San Diego, including NEPA activities. This project is funded State Active Transportation Program grant and a Transit and Intercity Rail Capital Program Grant, and Chris helped write the ATP grant application and managed all reporting activities for these grants.

Orange Bikeway; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the approximately 2.1-mile bike boulevard in the City Heights neighborhood of San Diego connecting a number of schools and neighborhood destinations. Improvements include vertical and horizontal traffic calming such as traffic diverters, neighborhood traffic circles, and speed humps. In a truly community supported design process, SANDAG changed the design to include median island traffic diverters at the request of the community. To analyze the need for and potential impacts of the traffic diverters, Chris helped lead a network analysis as part of the CEQA phase. This project is funded by a State Active Transportation Program grant and Chris helped write the ATP grant application and managed all reporting activities. He also managed the CEQA outreach and latter half of the conceptual design phase, as well as the NEPA and permitting phases for the \$7 million project.

Exhibit A

Imperial Avenue Bikeway; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the approximately 3-mile bikeway connecting Southeast San Diego to Downtown. Improvements include a combination of protected and buffered bikeways, constrained bus islands, crossing improvements, landscaping, bike signals, and others. Chris managed the \$15 million project from conceptual design through permitting with the City of San Diego and Caltrans, including CEQA, NEPA, and right-of-way acquisition activities. Given the diverse communities served, Chris devised a unique approach for community engagement, including pop up meetings at various times at popular community destinations with Spanish interpreters available. This project is funded by a competitive State Active Transportation Program grant, and Chris managed the reporting and allocation efforts for this funding.

Border to Bayshore Bikeway; San Diego, CA. While employed at SANDAG, Chris served as the project manager for the approximately 6.5-mile bikeway that will provide a safe and comfortable connection between the San Ysidro Border Port of Entry, which is the fourth largest land border crossing in the world, and the Bayshore Bikeway, one of San Diego's most well known and traveled bikeways. The project runs through the cities of Imperial Beach and San Diego and includes almost every type of bike improvement you can think of. The project included significant community outreach in multiple languages to develop a preferred route and design. Chris assisted in the community outreach phase and managed the latter half of the final design and permitting phase for the \$20 million project, including permitting efforts with the City of San Diego, the City of Imperial Beach, and Caltrans. Due to incorporation of 3 rail crossings, Chris also managed coordination and permitting with MTS and the California Public Utilities Commission. This project is funded by a State Active Transportation Program grant and Chris managed all reporting activities.

E. 14th St / Mission Blvd Multimodal Corridor Project; Alameda County, CA: The Alameda CTC initiated this study to increase multimodal travel and improve connections to rail transit services along a 30-mile project corridor extending through five jurisdictions. Chris is serving as the Deputy Project Manager focused on corridor design for Phase II of this project to develop near-term solutions to create an all ages and abilities bikeway between the San Leandro and Hayward BART stations. Chris is leading the team in alternatives development, feasibility analysis, evaluation, selection of, and concept development for buffered and protected bikeways and associated features as well as features to improve transit services, like bus islands.

Riggs Road Corridor Improvement Study; Maricopa County, AZ. As Project Manager, Chris is leading this study on behalf of the Maricopa County Department of Transportation to develop a conceptual design for the road that identifies and prioritizes Active Transportation needs along Riggs Road. Facilities for people who walk and bike are developed sporadically along this section of Riggs Road, resulting in gaps in multimodal connectivity for and challenges accessing facilities. The study will also consider other local needs, including traffic calming, the needs of a significant senior population, the potential for low stress network connections on adjacent streets, ADA improvements, golf cart access, drainage needs, and traffic flow.

US-1 Multimodal Corridor Study & Health Impact Assessment; Palm Beach County, FL. US 1 crosses through 14 municipalities and activity hubs in Palm Beach County and is the county's highest transit ridership corridor. It plays a key role in multimodal mobility, although provides an inconsistent experience for multimodal travel. The Palm Beach TPA initiated the study to improve the corridor for users of all ages and abilities. Chris served as the Project Manager for this study and led the transit analysis/concept design for this study and conducted design charrettes focused on envisioning US 1's future. He also undertook an analysis of the potential economic and land use impacts of changes to the corridor and led Palm Beach County's first health impact assessment.

SRTA Regional Active Transportation Network; Shasta County, CA. Chris is co-leading this effort for the Shasta Regional Transportation Agency to support the planning and design of active transportation projects for the region's local jurisdictions. Chris' efforts include identifying potential projects in each community, coordinating agency and community outreach to gain consensus on projects, leading project and concept development, and guiding grant applications. Types of projects developed include road diets and Class IV bikeways on Victor Avenue, the City of Redding's first all ages and abilities, traffic calmed bike boulevard networks in the Magnolia and Mistletoe neighborhoods, and working with the Pit River Tribe to develop shared use path networks and active transportation connections in the Town of Burney.

KIM DAO | TRANSPORTATION ANALYST

Exhibit A



A recent civil engineering/urban studies graduate of Tufts University, Kim Dao has conducted research on the impacts of civil and environmental engineering on environmental justice communities. Before joining Kittelson in 2021, Kim interned for a civil design firm and with MassDOT's Highway Design section in Boston, gaining experience in designing roadways and bicycle/pedestrian facilities. Kim's project work at Kittelson has ranged from research and planning to design. She is passionate about increasing accessibility, equity, and safety for communities.

PROJECT EXPERIENCE

Alameda Citywide Roundabout Analysis; Alameda, CA. Kittelson is assisting the City of Alameda with a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. The team's work has included: review of draft roundabout concept designs; a citywide screening analysis using criteria sensitive to social and geographic equity to confirm locations identified by City staff as potential locations for roundabouts; a high-level feasibility assessment of 10 likely locations for roundabout construction; recommendations for how policies related to roundabouts and traffic circles might fit within existing General Plan policies; identifying resources for best practices related to considering, designing, and implementing neighborhood traffic circles; and evaluating the City's designated slow streets using best practices and aerial imagery/field work to identify locations for temporary traffic circles. Kittelson is also conducting alternatives evaluation at two sites and developing preliminary engineering concepts for another two intersections, and assisting the City with review and public engagement related to a previously documented intersection control evaluation (ICE) showing improved operations for a roundabout concept at the Island Drive/Mecartney Road intersection (on Bay Farm Island) versus the existing all-way stop or a proposed traffic signal. Kim is leading the citywide screening of Alameda's arterials and collectors. She also assisted with concept development for viable roundabout locations, and cost estimating.

Port of Oakland Long-Term Seaport Transportation and Circulation Study; Oakland, CA. Kittelson is working with the Port of Oakland on an analysis of long-term transportation issues related to seaport growth and surrounding development. The team is identifying seaport truck origins and destinations, including parking facilities, and associated travel times; collecting and analyzing traffic data and assisting the Port with establishing baseline performance metrics for truck and rail operations; helping the Port define operational performance metric thresholds for truck and rail operational performance levels; determining the potential impacts of surrounding development/growth on seaport operations; and proposing solutions to address these issues. The Port will use the study to identify future seaport capital improvement projects and to provide input into City of Oakland, Alameda County, and/or California state infrastructure plans and projects. As transportation analyst, Kim analyzed data from Streetlight to understand trucking patterns within and outside the Port of Oakland and identify potential circulation issues for the Port. She also worked on documenting existing conditions for study.

Alexandria District Transportation Analysis; San Carlos, CA. Kittelson is working with the City of San Carlos for a project across several parcels in the East San Carlos neighborhood between Old County Road and Industrial Road and bordered by Pulgas Creek and Commercial Street. Kittelson is conducting travel demand forecasting and extracting project vehicle miles traveled (VMT) per SB 743 requirements. Kittelson is also presenting cumulative long-term operating conditions based on the growth factors estimated from the C/CAG traffic forecast model. This scenario includes the potential development changes associated with the San Carlos East Side Innovation District Plan. As transportation analyst, Kim conducted an analysis using Streetlight data to determine the percent of vehicles using residential roads in the study area as cut-through while making the trips.

Kim analyzed data from Streetlight to understand the level of existing cut-through traffic for a neighborhood adjacent to a commercial area in San Carlos.

Exhibit A

San Joaquin County Local Roadway Safety Plan; San Joaquin County, CA. Kittelson is working with San Joaquin County to develop a comprehensive local roadway safety program to assist County staff in proactively assessing safety concerns throughout the County. The Plan will also be used to identify priority projects in response to future Highway Safety Improvement Program calls for projects, and will support the State of California's Strategic Highway Safety Plan. The Plan will be used as a roadmap to collaboratively identify, analyze, and prioritize safety initiatives including infrastructure projects, enforcement actions, and education programs. Kim conducted safety analysis using the most recent five years of crash data across the county to identify common crash patterns and trends. These crash patterns and trends were used to develop safety project concepts for all road users at the highest priority locations.

San Francisco Municipal Transportation Agency (SFMTA) On-Call Transit Support; San Francisco, CA. Kittelson, Panorama, Ewald and Wasserman, and Adavant are providing short-term assistance to SFMTA's Transit Planning Division, supporting staff in tasks that included data collection, data evaluation, survey compilation, report writing, before/after analysis, GIS mapping, graphics creation, and project-level project management. Kim evaluated the effectiveness of temporary emergency transit lanes through ridership and operator surveys and travel time data collection and analysis for recommendation for the lanes to become permanent.

Oakland DOT Speed Cushion Evaluation; Oakland, CA. Kittelson assisted OakDOT with an evaluation of the effectiveness of the existing speed cushion on 35th Avenue between I-580 and International Boulevard, and an evaluation of traffic safety for the purpose of recommending speed cushions on other city streets. Speed cushions currently existed on 35th Avenue such that a "before and after study" was required, while only a "before study" was required for other streets in the evaluation group. The Kittelson team's tasks include data collection and analysis. Kim analyzed speed data to recommend the potential effectiveness of speed cushions, and she researched best practices for implementing speed cushions.

Oakland DOT 35% Corridor Design Plans/Active Transportation Program Design; Oakland, CA. Kittelson is working with OakDOT to advance concepts along four community-supported project corridor areas from varying stages of preliminary concepts to grant-ready designs at the 35% level with supporting engineering cost estimates. Kittelson is working with OakDOT to refine the concepts for Grand Avenue and develop construction drawings for the multimodal improvements along the corridor. For MacArthur Boulevard, 14th Avenue, and the Walk This Way underpass locations, Kittelson is working with OakDOT to bring planning efforts to a uniform level of detail, assessing constructability and grant competitiveness, and ultimately making the corridors and constituent interchanges safer and more inviting for all Oaklanders. Kittelson is assessing the projects at varying levels of development, identifying and resolving design tradeoffs, assessing constructability, estimating costs, and bringing the projects to a 35% level of design (or more advanced, in some cases). The work will position OakDOT to pursue sufficient grant funding through the Active Transportation Program (ATP) Cycle 6.

Kim is serving as designer, producing 15% concept designs, 35% design plans, and accompanying cost estimates for a design of MacArthur Boulevard in Oakland to include a multiuse path.

Exhibit B

RATE SCHEDULE



Exhibit B

**KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE**

Effective July 1, 2022

The current billing rates for Kittelison & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Senior Principal Engineer/Planner	\$330
Principal Engineer/Planner	\$275
Associate Engineer/Planner	\$240
Senior Engineer/Planner	\$205
Engineer/Planner	\$175
Transportation Analyst	\$155
Principal Data Scientist/Developer	\$260
Senior Data Scientist/Developer	\$225
Data Scientist/Developer	\$195
Data Analyst/Software Developer	\$155
Software Technician	\$110
Associate Technician	\$185
Senior Technician	\$170
Technician II	\$145
Technician I	\$120
Office Support	\$100
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

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		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : North American Capacity Insurance Co.</td> <td>25038</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Company	22292	INSURER B : Allmerica Financial Benefit Ins. Co.	41840	INSURER C : XL Specialty Insurance Company	37885	INSURER D : North American Capacity Insurance Co.	25038	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Hanover Insurance Company	22292																
INSURER B : Allmerica Financial Benefit Ins. Co.	41840																
INSURER C : XL Specialty Insurance Company	37885																
INSURER D : North American Capacity Insurance Co.	25038																
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

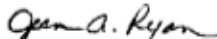
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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:	X	X	ZD2D78128003	01/01/2022	01/01/2023	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AW2D78128704	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	UH2D78128103 (Follow Form)	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WM2D78128903	01/01/2022	01/01/2023	<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 Liab Incl. Pollution		X	DPR9987381	01/01/2022	01/01/2023	\$5,000,000 per claim \$5,000,000 annl aggr.
D	Cyber Liability			C4LQV204032CYBER20	01/01/2022	01/01/2023	\$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 28076 - Alameda Complete Streets Engineering (City of Alameda On-Call).
 The General Liability and Automobile Liability policies includes an automatic Additional Insured
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda, CA 94501-7758	CANCELLATION 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)

endorsement that provides Additional Insured status to the Certificate holder & City, its City Council, boards, commissions, officials, employees, agents, and volunteers, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies provides a Waiver of Subrogation when required by written contract. The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. The Umbrella Liability policy follows form of underlying liability.

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 ORGANIZATION TO WHOM (SEE FORM 331-0230 FOR COMPLETE NAME)	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 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 01/01/2022 Policy No. WM2D78128903

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 01/01/2022 this endorsement forms a part of Policy No. WM2D78128903

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

This page has been left blank intentionally.

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.

This page has been left blank intentionally.

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 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.

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.

This page has been left blank intentionally.

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.

This page has been left blank intentionally.

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.

This page has been left blank intentionally.



SCHEDULE OF UNDERLYING POLICIES

Insured: KITTELSON & ASSOCIATES
Effective on and after 01/01/22 **12:01 A.M. Standard Time**
This Schedule is part of Policy Number: UH2D78128103

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE	
(a) Carrier: Hanover Insurance CO. Policy Number: ZD2D78128003 Policy Period: 01/01/2022-01/01/2023	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 Incl in Gen Agg	General Aggregate Product/Completed Operations Aggregate
(a) Carrier: HANOVER INSURANCE CO. Policy Number: ZH2H86795100 Policy Period: 01/01/2022-01/01/2023	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: AW2D78128704 Policy Period: 01/01/2022-01/01/2023	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
	Property Damage:	\$	Each Accident
(c) Carrier: Policy Number: Policy Period:	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

<p>(d) Carrier: ALLMERICA FINANCIAL BENEFITS INS. CO. Policy Number: WM2D78128903 Policy Period: 01/01/2022-01/01/2023</p>	<p>Standard Workers' Compensation & Employers' Liability</p> <p>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.</p>	<p align="center">Coverage B – Employers Liability</p> <p>Bodily Injury by Accident \$1,000,000 Each Accident</p> <p>Bodily Injury by Disease \$1,000,000 Each Employee \$1,000,000 Aggregate</p>
<p>(e) Carrier: Policy Number: Policy Period:</p>	<p>Liquor Liability</p>	<p>\$ Each Common Cause \$ Other \$ Aggregate \$ Other</p>
<p>(f) Carrier: Policy Number: Policy Period:</p>	<p>Professional Liability</p>	<p>\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other</p>
<p>(g) Carrier: Policy Number: Policy Period:</p>	<p>Directors & Officers Liability</p>	<p>\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate \$ Other</p>
<p>(h) Carrier: MASSACHUSETTS BAY INS. CO Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022</p>	<p>Stop Gap Liability</p>	<p>Bodily Injury by Accident \$ 1,000,000 Each Accident Bodily Injury by Disease \$ 1,000,000 Each Employee \$ 1,000,000 Aggregate</p>
<p>(i) Carrier: Policy Number: Policy Period:</p>	<p>Abuse and Molestation</p>	<p>\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate</p>
<p>(j) Carrier: Policy Number: Policy Period:</p>	<p>Foreign</p>	<p>\$ Each Occurrence \$ Each Claim \$ Other \$ Aggregate</p>
<p>(k) Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: ZD2D78128002 Policy Period: 01/01/2021-01/01/2022</p>	<p>Employee Benefits Liability</p>	<p>\$ Each Occurrence \$1,000,000 Each Claim \$ Other \$2,000,000 Aggregate</p>

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

This page has been left blank intentionally.

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: 01/01/2022	Countersigned By:  (Authorized Representative)
Named Insured: Kittelson & Associates, Inc.	

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.

This page has been left blank intentionally.

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.

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



This page has been left blank intentionally.

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.)

Issued to Kittelson & Associates Inc.

By Massachusetts Bay Insurance Company

Countersigned by

Authorized Representative of the Company



**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., 01/01/22 forms a part of
Policy No. DPR9987381
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.

This page has been left blank intentionally.

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 01/01/2022 standard time, forms a part of

Policy No. WM2D78128903 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.

This page has been left blank intentionally.

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 01/01/2022
Insured KITTELSON & ASSOCIATES,
INC.

Policy No. WM2D78128903
Insurance Company ALLMERICA FINANCIAL ASSOCIATES, iNC.

Countersigned By _____



This page has been left blank intentionally.

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 01/01/2022 at 12:01 A.M. standard time, forms a part of
(Date)

Policy No. WM2D78128903 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.

This page has been left blank intentionally.

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 01/01/2022 Policy No WM2D78128903

Insured Kittelson & Associates Inc.

Allmerica Financial Benefit Insurance Company
Insurance Company

Countersigned by _____



This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

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

SECTION I: WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY CHANGES

A. Part One – WORKERS' COMPENSATION INSURANCE, D. We Will Also Pay; and Part Two – EMPLOYERS' LIABILITY INSURANCE, E. We Will Also Pay is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, **including** loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

B. Part Three – OTHER STATES INSURANCE, A. How This Insurance Applies, paragraph 4. is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

C. Part Six – CONDITIONS, C. Transfer of Your Rights and Duties is replaced by the following:

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

D. The following is added to Part Six – CONDITIONS, F. Liberalization:

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy when the change becomes effective in your state.

SECTION II: VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death:

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule;
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule;
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places;
4. Bodily injury by accident must occur during the policy period; or
5. Bodily injury by disease must be caused or aggravated by the conditions of the employee's employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

1. We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

2. We will pay the additional expenses of repatriating an employee to the United States of America as a result of bodily injury to the employee.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law; or
2. Bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us their right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two – EMPLOYERS' LIABILITY INSURANCE applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

G. **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

1. This coverage applies only in North Dakota, Ohio, Washington, and Wyoming.
2. **Part One – WORKERS' COMPENSATION INSURANCE** does not apply to work in states shown in Paragraph 1. above.
3. **Part Two – EMPLOYERS' LIABILITY INSURANCE** applies in the states shown in Paragraph 1. as though they were shown in Item 3.A. of the Information Page.

4. The following additional Exclusions are added to **Part Two – EMPLOYERS' LIABILITY, Section C. Exclusions:**

This insurance does not cover:

- a. Bodily injury intentionally caused or aggravated by you or, in Ohio, bodily injury resulting from an act which is determined to have been committed by you with the belief that the injury is substantially certain to occur;
- b. Bodily injury sustained by any member of the flying crew of any aircraft; or
- c. Any claim for bodily injury with respect to which you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law or laws of a state shown in Paragraph A.

- H. Coverage provided under **SECTION II** of this endorsement does not apply in New Jersey or Wisconsin.

SECTION III – ADDITIONAL CONDITION

Unintentional Failure to Disclose Hazards

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

SECTION IV – COVERAGE TERRITORY

Schedule of Covered States

- A. This endorsement applies only in those states listed in item 3.A. of the Information Page on the effective date of the applicable state approval.