

THIRD AMENDMENT TO AGREEMENT

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

RECITALS:

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

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

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

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

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

“Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A3 as requested. The Provider acknowledges that the work plan included in Exhibit A3 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

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

“a. By the 7th day of each month, Provider shall submit to the City an invoice for

the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B3 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B3.”

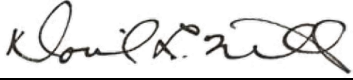
“b. The total compensation under this Third Amendment to Agreement shall not exceed \$1,130,000. Total compensation for this Agreement is \$1,475,876.”

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

Signatures on Next Page

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

KITTELSON & ASSOCIATES, INC.
An Oregon Corporation



David L. Mills
Executive Leader, VP

CITY OF ALAMEDA
A Municipal Corporation

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

Celena H. Chen
Chief Planning Counsel

SCOPE OF SERVICES
CLEMENT AVENUE/TILDEN PROJECT
FEBRUARY 9, 2023

PROJECT BACKGROUND

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

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

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

PROJECT UNDERSTANDING

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

SPECIFIC SCOPE OF WORK

SUMMARY OF WORK

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

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

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

CONSULTANT RESPONSIBILITIES

TASK 1.0 PROJECT MANAGEMENT AND PROJECT COORDINATION

Task 1.1 Project Management

Consultant shall:

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

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

Task 1.2 Project Meetings and Coordination

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

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

Task 1.0 Deliverables:

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

TASK 2.0 FIELD INVESTIGATIONS, REPORTS, AND STUDIES

Task 2.1 Topographic & Boundary Survey

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

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

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

The project limits shall include:

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

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

Task 2.2 Utility Coordination

Consultant shall:

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

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

Task 2.3 Geotechnical Investigation

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

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

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

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

Assumptions:

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

Task 2.4 Drainage Analysis

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

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

Task 2.5 Tree Survey

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

Task 2.5 Survey for roundabout rodeo

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

Task 2.0 Deliverables

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

TASK 3.0 PUBLIC INVOLVEMENT/ENGAGEMENT

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

Task 3.1 Focused Stakeholder Engagement

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

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

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

Task 3.2 Commission and Council Hearings

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

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

Task 3.3 3D Visualizations

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

Task 3.4 Roundabout Rodeo

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

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

The City will:

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

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

Task 3.2 Roundabout Education

- Develop educational materials for the City

Task 3.0 Deliverables

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

TASK 4.0 PRELIMINARY DESIGN (30%)

Task 4.1 Preliminary Roadway Design

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

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

Task 4.2 Preliminary Cost Estimate

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

Task 4.0 Deliverables

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

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

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

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

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

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

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

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

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

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

Task 5.2 Construction Specifications

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

At the 90% design stage the Consultant will update the specifications and special provisions necessary for construction of the project. Technical specifications will be refined and will be consistent with City and Caltrans standards or as approved by the City for project review and discussions.

Task 5.3 Construction Estimates

Consultant shall update the Engineer’s Construction Cost Estimate at each submittal stage of the project using the design plans as a basis for the quantity estimates. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

Task 5.4 Permit Coordination

Consultant shall compile the required information and complete compliance documentation for the NPDES Municipal Regional Permit (MRP) and the General Construction Permit (CGP) Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) submitted through Stormwater Multiple Application and Report Tracking System (SMARTS).

Task 5.0 Deliverables:

- *60%, 90%, 100%, and Bid Ready Construction Plans (one electronic copy in PDF form per submittal)*
- *Construction Specification Outline (60% Submittal)*
- *Construction Specifications (90%, 100%, and Bid Ready) (one electronic copy in PDF format submittal)*
- *Construction Estimates (90%, 100%, and Bid Ready) (one electronic copy in PDF format per submittal)*
- *Construction Bid Tabs in Excel format.*
- *MRP compliant water quality controls incorporated in final PS&E.*
- *Draft SWPPP and NOI for submission to SMARTS*

TASK 6.0 CONSTRUCTION SUPPORT

Task 6.1 Bidding Support

Consultant shall assist the County as directed during the bidding process, limited to the total person-hours itemized in the fee proposal which shall not be exceeded unless modified by contract amendment. Scope includes, but is not limited to:

- Respond to bidder’s questions to clarify intentions of design documents.
- Prepare text of any addenda determined to be necessary by the County.

- Prepare plan modification details for use in addenda.

Task 6.0 Deliverables:

- *Bid Addendum documentation and plan revisions (PDF format)*

TASK 7.0 CITYWIDE ROUNDABOUT SUPPORT

This task will provide the city with additional support for other city projects, including for example:

- Peer review
- Project concept development
 - Traffic operations analysis
 - Prepare roundabout concept sketches in support of project development
 - Grant writing support
 - Project coordination support

REIMBURSABLE EXPENSES:

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (Title Reports, survey filing fees; project specific supplies, etc.)

ASSUMPTIONS

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by the City, or as a reimbursable expense at cost.
2. Major access management improvements (i.e. parking lot recirculation plans, frontage road designs, etc.) are not included at this time.

CITY'S RESPONSIBILITIES

The City will:

1. Coordinate the relationship with other jurisdictions involved in the project, with adjacent property owners and with the general public.

2. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
3. Provide traffic counts for use with the pavement design.
4. Maintain the public involvement mailing list, obtain public meeting facilities, refreshments, and project press releases.

Project Budget Form

Project Name: Clement/Tilden Project
 Project Manager: Fred Wismer, PE
 KAI Project Number: 24846.005
 Date: Feb 09, 2023

LABOR ESTIMATE	Kittelson & Associates, Inc.												Central GeoTech				
	Senior Principal Engineer	Associate Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Transportation Analyst	Transportation Analyst	Technician II	Principal Engineer	Engineer	Senior Technician	Associate Technician	Principal	Associate Engineer II	Engineering Staff III	Engineering Staff II	Support Staff
1.0 Project Management and Project Coordination																	
1.1 Project Management	4	8		20													
1.2 Project Meetings and Coordination	24	24		32													
1.3 Right-of-Way Research City, County, EBMUD - deeds																	
1.4 Right-of-Way Retracement Calculation																	
1.5 Project Meetings and Coordination																	
Reimbursable Expense																	
Task #1.0 - Subtotal	28	32	0	52	0	0	0	0	0	0	0	0	0	0	0	0	0
2.0 Field Investigations, Reports, and Studies																	
2.1 Topographic & Boundary Survey		4															
2.1 Establish Site Control																	
2.1 Locate Potholing																	
2.1 Photos of Existing Conditions																	
2.2 Utility Coordination	4	54			16		15										
2.3 Geotechnical Investigation		4															
2.4 Drainage Analysis								48	100				26	12	6	80	4
2.5 Tree Survey																	
2.9 Survey for roundabout rodeo																	
Reimbursable Expense																	
Task #2.0 - Subtotal	4	62	0	0	16	0	15	0	48	100	0	0	26	12	6	80	4
3.0 Public Involvement/Engagement																	
3.1 Public Meetings & Online Engagement Tools	8			24	12												
3.2 Transportation Commission & City Council Meetings	10			16													
3.3 3D Visualizations		4		16						80	4						
3.4 Roundabout Rodeo	30	40		40													
Reimbursable Expense																	
Task #3.0 - Subtotal	48	44	0	96	12	0	0	0	0	0	80	4	0	0	0	0	0
4.0 Preliminary Design (35%)																	
4.1 Preliminary Roadway Design	16	80	8	60	60	60	40	60		40							
4.2 Preliminary Cost Estimate	2	16			8	16											
Reimbursable Expense																	
Task #4.0 - Subtotal	18	96	8	60	68	76	40	60	0	40	0	0	0	0	0	0	0
5.0 Final Plans, Specifications, & Cost Estimates (PS&E)																	
5.1 Final Design (65%, 95%, 100%, & Bid Ready)	32	160	24	120	120	160	100	240									
5.2 Construction Specifications	8	40	8			40											
5.3 Construction Estimates	4	24			24	40											
5.4 Permit Coordination	4	16		16													
Reimbursable Expense																	
Task #5.0 - Subtotal	48	240	32	136	144	240	100	240	0	0	0	0	0	0	0	0	0
6.0 Construction Support																	
6.1 Bidding Support	8	60		40	60	60	40	40									
Reimbursable Expense																	
Task #6.0 - Subtotal	8	60	0	40	60	60	40	40	0	0	0	0	0	0	0	0	0
7.0 Citywide Roundabout Support																	
7.1	60	24	40	100	40	100	100										
Reimbursable Expense																	
Task #7 - Subtotal	60	24	40	100	40	100	100	0	0	0	0	0	0	0	0	0	0
8.000 Contingency																	
8.1	60	24	40	100	40	100	100										
Reimbursable Expense																	
Task #8 - Subtotal	60	24	40	100	40	100	100	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS	274	582.6739	120	584.00023	380	576	394.6315	340	48	140	80	4	26	12	6	80	4
LABOR RATE	\$310.00	\$235.00	\$270.00	\$205.00	\$205.00	\$155.00	\$155.00	\$145.00	\$270.00	\$175.00	\$170.00	\$185.00	\$235.00	\$175.00	\$150.00	\$130.00	\$85.00
LABOR COST	\$84,940.00	\$136,928.37	\$32,400.00	\$119,720.05	\$77,900.00	\$89,280.00	\$61,167.88	\$49,300.00	\$12,960.00	\$24,500.00	\$13,600.00	\$740.00	\$6,110.00	\$2,100.00	\$900.00	\$10,400.00	\$340.00

Project Budget Form

Project Name: Clement/Tilden Project
 Project Manager: Fred Wismer, PE
 KAI Project Number: 24846.005
 Date: Feb 09, 2023

Task	PGA Design							PLS				SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
	Principal Landscape Architect	Landscape Project Manager	Landscape Architect / Horticulturalist	Landscape Designer	Irrigation Designer	Landscape Architect	Landscape Architect / Arborist	Project Manager	CAD Drafting	Survey Tech.	Survey Tech.		
1.0 Project Management and Project Coordination													
1.1 Project Management								24				56	\$11,780.00
1.2 Project Meetings and Coordination	62	72						16				230	\$48,753.10
1.3 Right-of-Way Research City, County, EBMUD - deeds								40				40	\$7,600.00
1.4 Right-of-Way Retracement Calculation								80				80	\$15,200.00
1.5 Project Meetings and Coordination								24				24	\$4,560.00
Reimbursable Expense													\$0.00
Task #1.0 - Subtotal	62	72	0	0	0	0	0	184	0	0	0	430	\$87,893.10
2.0 Field Investigations, Reports, and Studies													
2.1 Topographic & Boundary Survey								55		168	168	395	\$55,910.00
2.1 Establish Site Control								8		16	16	40	\$5,760.00
2.1 Locate Potholing										8	8	16	\$2,120.00
2.1 Photos of Existing Conditions									8	8		16	\$2,108.00
2.2 Utility Coordination												89	\$19,477.88
2.3 Geotechnical Investigation												132	\$20,790.00
2.4 Drainage Analysis												148	\$30,460.00
2.5 Tree Survey	6	16									60	82	\$12,297.30
2.9 Survey for roundabout rodeo								8	8	16	16	48	\$6,808.00
Reimbursable Expense													\$50,386.25
Task #2.0 - Subtotal	6	16	0	0	0	0	0	71	16	216	208	965.6315	\$206,117.43
3.0 Public Involvement/Engagement													
3.1 Public Meetings & Online Engagement Tools	8	8	16	14								90	\$16,459.16
3.2 Transportation Commission & City Council Meetings	4	4										34	\$7,985.80
3.3 3D Visualizations												104	\$18,560.00
3.4 Roundabout Rodeo												110	\$26,900.00
Reimbursable Expense													\$0.00
Task #3.0 - Subtotal	12	12	16	14	0	0	0	0	0	0	0	338	\$69,904.96
4.0 Preliminary Design (35%)													
4.1 Preliminary Roadway Design	32	84	62	42	32	32	6					714	\$122,218.88
4.2 Preliminary Cost Estimate	18	32	24		24							140	\$23,271.70
Reimbursable Expense													\$0.00
Task #4.0 - Subtotal	50	116	86	42	56	32	6	0	0	0	0	854	\$145,490.58
5.0 Final Plans, Specifications, & Cost Estimates (PS&E)													
5.1 Final Design (65%, 95%, 100%, & Bid Ready)	52	162	182	24	120	32	12		120			1,750	\$285,043.36
5.2 Construction Specifications	12	42	24		22							208	\$35,777.42
5.3 Construction Estimates	12	24	12		6							158	\$27,932.34
5.4 Permit Coordination												36	\$8,280.00
Reimbursable Expense													\$0.00
Task #5.0 - Subtotal	76	228	218	24	148	32	12	0	120	0	0	2,152	\$357,033.12
6.0 Construction Support													
6.1 Bidding Support	6	18	12									344	\$63,560.82
Reimbursable Expense													\$0.00
Task #6.0 - Subtotal	6	18	12	0	0	0	0	0	0	0	0	344	\$63,560.82
7.0 Citywide Roundabout Support													
7.1	6	18	12									500	\$100,000.05
Reimbursable Expense													\$0.00
Task #7 - Subtotal	6	18	12	0	0	0	0	0	0	0	0	500	\$100,000.05
8.000 Contingency													
8.1	6	18	12									500	\$100,000.00
Reimbursable Expense													\$0.00
Task #8 - Subtotal	6	18	12	0	0	0	0	0	0	0	0	500	\$100,000.00
TOTAL HOURS	224	498	356	80	204	64	78	255	136	216	208	TOTAL HOURS	TOTAL LABOR
LABOR RATE	\$283.13	\$118.32	\$112.69	\$113.18	\$132.69	\$145.09	\$145.09	\$190.00	\$131.00	\$132.50	\$132.50	6,084	\$1,079,613.82
LABOR COST	\$63,421.12	\$58,923.36	\$40,117.64	\$9,054.40	\$27,068.76	\$9,285.76	\$11,317.02	\$48,450.00	\$17,816.00	\$28,620.00	\$27,560.00		

TOTAL REIMBURSABLES
\$50,386.25

TOTAL FEES
\$1,130,000.07

DESCRIPTIONS (Continued from Page 1)

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

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

1. Additional Insured – Broad Form Vendors

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

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

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

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

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

3. Alienated Premises

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

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

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

a. Expected Or Intended Injury

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

6. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics

SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. “Mobile Equipment”, paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, “Personal and advertising injury” subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition 14. “Personal and advertising injury”:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an “employee”, not to the employment, prospective employment or termination of any person or persons by an insured.

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

“Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

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

n. Recall of Products, Work or Impaired Property

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

(1) “Your product”;

(2) “Your work”;

(3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”.

However, this exception to the exclusion does not apply to “product recall expenses” resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of “your product” which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

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

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

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

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

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

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

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

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

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

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

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

6. Knowledge of Occurrence

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

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

7. Liberalization Clause

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

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

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

9. Newly Acquired Or Formed Organizations

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

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

10. Non-Owned Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

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

11. Supplementary Payments Increased Limits

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

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

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

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

13. Unintentional Failure to Notify

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Additional Insured – Written Contract, Agreement or Permit

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

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

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

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

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

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

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

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

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

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

d. This provision does not apply:

(1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

- (5) To any:
- (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

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

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

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective on 01/01/2023 standard time, forms a part of

Policy No. WM2D78128904 of the Hanover American Ins Co.
(NAME OF INSURANCE COMPANY)

issued to Kittelson & Associates, Inc.



Authorized Representative

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

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

Schedule

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

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

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.

Countersigned by

Authorized Representative of the Company



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.