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**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
TOOLE DESIGN GROUP, LLC  
FOR  
JACKSONVILLE PEDESTRIAN/BICYCLE MASTER PLAN**

THIS AGREEMENT is made and entered into in duplicate this 8 day of Sept, 2015 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida, (the "CITY"), and **TOOLE DESIGN GROUP, LLC**, a foreign limited liability company with a principal office at 8484 Georgia Avenue, Suite 800, Silver Spring, Maryland 20910 (the "CONSULTANT"), for professional services for the Jacksonville Pedestrian/Bicycle Master Plan (the "Project").

**WITNESSETH:**

**WHEREAS**, CITY prepared a Request for Proposal (P-13-15) for Professional Services for the Project; and

**WHEREAS**, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

**WHEREAS**, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of the Project; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

**ARTICLE 1: Engagement of CONSULTANT:**

1.1. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** (the "Services") and incorporated herein by this reference.

1.2. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. **ARTICLE 2: Coordination and Services Provided by CITY:**

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and incorporated herein. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Denise Chaplick, Bicycle/Pedestrian Coordinator (Phone: (904) 255-8584; Fax: (904) 255-7886 Email: DChaplick@coj.net).

**ARTICLE 3: Duration of Agreement, Termination and Default:**

3.1. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2016, unless sooner terminated by either party, with or

without cause, by giving of not less than thirty (30) calendar days' prior written notice to the other party to this Agreement. This Agreement may be renewed upon satisfactory performance of CONSULTANT for one (1) additional one-year period upon provisions, terms, and conditions mutually acceptable to the parties.

3.2. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.3. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by orally notifying CONSULTANT within twenty-four (24) hours of knowledge of the loss of funding, followed by written confirmation within ten (10) business days. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.4. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

**ARTICLE 4. Meetings and Public Hearings:**

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

**ARTICLE 5: Delays:**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

**ARTICLE 6: Suspension of Services:**

CITY may suspend performance of the Services by providing five (5) business days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

**ARTICLE 7: Payments for Services of CONSULTANT:**

7.1. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.1.1. CONSULTANT's professional fees under the terms of the Agreement shall be those contained in the "Price Quote", attached hereto as **Exhibit B** and incorporated herein by this reference, for the term of this Agreement. CONSULTANT's

professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within thirty (30) calendar days after receipt of said invoices or other documentation by CITY. To the extent that professional fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code*.

7.1.2. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND FORTY-NINE AND 13/100 DOLLARS (\$257,049.13) for the term of this Agreement.

7.2. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

**ARTICLE 8: Indemnity:**

8.1. CONSULTANT, and without limitation its employees, agents, subcontractors, and subconsultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless and indemnify CITY, including without limitation its officers, directors, employees, representatives, and agents (individually or collectively the "Indemnified Parties") from and against:

8.1.1. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of the Indemnifying Parties' negligent acts and/or omissions in connection with the performance of this Agreement or work performed hereunder; and

8.1.2. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with: (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that lead to an environmental claim or citation or to damages due to the Indemnifying Parties' activities; (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the Effective Date; or, (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any person in any way arising from any hazardous activity conducted by the Indemnifying Parties. CITY will be entitled to control any remedial action and any proceeding relating to an environmental claim; and

8.1.3. Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY so that the Service or product is non-infringing; and

8.1.4. Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and

8.1.5. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not

limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in Section 8.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 8 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

**ARTICLE 9: Insurance:**

9.1. Without limiting its liability under this Agreement, CONSULTANT shall procure and maintain during the life of this Agreement insurance of the types and in amounts no less than those stated below:

<b>Schedule</b>	<b>Limits</b>
<b>Workers' Compensation</b>	Florida Statutory Coverage
Employer's Liability (including appropriate federal acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

CONSULTANT's insurance shall cover CONSULTANT (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in the State of Florida



by the National Council on Compensation Insurance (NCCI) without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which under an NCCI filing must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

<b>Commercial General Liability</b>	\$1,000,000 Per Occurrence
Premises-Operations	\$2,000,000 Aggregate
Products-Completed Operation	
Contractual Liability	
Independent Contractors	

ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsements).

<b>Automobile Liability</b>	\$1,000,000 Combined Single Limit
All autos-owned, hired or used	

CITY shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability coverage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY.

<b>Professional Liability</b>	\$1,000,000 per Claim & Aggregate
(and Employee Benefits Plan Liability)	

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

<b>Valuable Papers</b>	\$100,000 per Occurrence
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CITY shall be named as an additional insured under Valuable Papers coverage.

9.2. Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

9.3. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, CONSULTANT shall furnish to CITY Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance. CONSULTANT shall provide an endorsement issued by the insurer to provide CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

9.4. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages. Neither approval of nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT or its subcontractors from the responsibility to provide insurance as required under this Agreement.

**ARTICLE 10: Accuracy of Work:**

10.1. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. CONSULTANT shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or subcontractors at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.2. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement,

CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by CONSULTANT. If CONSULTANT'S work performed contains errors and/or omissions that are the fault of CONSULTANT, then CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor. If CITY is required to provide CONSULTANT with information and data necessary to proceed with the Services, then CITY shall ensure such information and data are accurate and reliable.

10.3. CONSULTANT shall be and remain liable, in accordance with applicable law, and shall indemnify and hold harmless CITY for all damages to CITY caused by CONSULTANT'S breach of contract or its negligent performance of any Services under this Agreement. CONSULTANT shall not be responsible, however, for any time delays in the Project caused by circumstances beyond CONSULTANT'S control. Nothing in this Agreement shall be construed to require CONSULTANT to indemnify or hold harmless CITY for negligent acts and/or omissions of the CITY.

**ARTICLE 11: Nonwaiver:**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof. **ARTICLE 12: Ownership of Documents and**

**Equipment:**

CONSULTANT agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings,

recommendations, software, source codes, data, and memoranda of every description arising out of or relating to the services rendered by CONSULTANT under this Agreement with the resources provided under this Agreement are to become the property of CITY, as well as all reference books, equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT.

**ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:**

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**ARTICLE 14: Non-Discrimination Provisions:**

In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. CONSULTANT agrees that on written request, it will permit reasonable access to its records of employment, employment

advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that CONSULTANT shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

**ARTICLE 15: Equal Employment Opportunity.**

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

**ARTICLE 16: Contingent Fees Prohibited:**

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct

from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**ARTICLE 17: Truth in Negotiation:**

In conformity with Section 126.305, *Ordinance Code*, CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars (\$65,000.00). Pursuant to such certificate, CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**ARTICLE 18: Independent Contractor:**

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

**ARTICLE 19: Retention of Records/Audit:**

19.1. CONSULTANT must establish and maintain books, records, papers, contracts, subcontracts, financial records, supporting documents, statistical records, and all other documents in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this

Article 19, the "Records") sufficient to reflect all receipt and expenditures of funds provided by CITY under this Agreement.

19.2. CONSULTANT must retain the Records for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to CITY. The Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.3. Upon demand and at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.4. CONSULTANT must provide the Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.5. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records, regardless of the form in which kept.

19.6. CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.7. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.8. CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is in the opinion of CITY deficient, CITY will deliver to CONSULTANT a written



report of the deficiencies and request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective plan within ten (10) business days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) business days of CITY's receipt of the corrective action plan.

19.9. All reports, audits, and other information provided by CONSULTANT pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

19.10. To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

**ARTICLE 20: Governing State Law/Venue/Severability:**

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 21: Article Headings:**

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**ARTICLE 22: Construction:**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

**ARTICLE 23: Successors and Assigns/Personal Liability:**

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

**ARTICLE 24: Notice:**

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.1. As to CITY:

Denise Chaplick, Bicycle/Pedestrian Coordinator  
Transportation Planning Division  
Planning and Development Department 214  
North Hogan Street, Suite 300  
Jacksonville, Florida 32202

24.2. As to CONSULTANT:

Jennifer L. Toole, President  
Toole Design Group, LLC  
8484 Georgia Avenue, Suite 800 Silver  
Spring, Maryland 20910

**ARTICLE 25: CONSULTANT Defined:**

As used herein, the term "CONSULTANT" shall include but not be limited to Toole Design Group, LLC, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

**ARTICLE 26: Ethics in Professional Service Agreements:**

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

**ARTICLE 27: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

**ARTICLE 28: Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

**ARTICLE 29: Entire Agreement/Amendments:**

29.1 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT hereunder. No statement,

representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

29.2 All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

**ARTICLE 30: Prompt Payment:**

30.01 *Generally.* When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, CONSULTANT may dispute the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute;

(iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY

and said subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

30.2. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days

of CONSULTANT's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or MBE's from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB or MBE within five (5) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

30.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third party, or create any CITY liability for CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against

CONSULTANT, may (i) issue joint checks and (ii) charge the CONSULTANT a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's and MBE's and in Chapter 218, Florida Statutes, for non- JSEB's and non-MBE's, whichever is greater.

**ARTICLE 31: Incorporation by Reference:**

The "Whereas" recitals at the beginning of this Agreement are true and correct and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are incorporated herein by this reference. **ARTICLE 32:**

**Order of Precedence:**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

**ARTICLE 33: Counterparts**

This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



By Lenny Curry  
Lenny Curry  
Mayor

Sam E. Mousa  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2015-05

WITNESS:

MOBILE DESIGN GROUP, LLC

By Lu, Chang  
Signature  
Lu, Chang  
Type/Print Name  
Contracts Admin.  
Title

By Jennifer Toole  
Signature  
Jennifer Toole  
Type/Print Name  
President  
Title

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

[Signature]  
Acting Director of Finance  
CITY Contract No. 10154  
PTZ

Form Approved:

James R. McCain, Jr.  
Office of General Counsel



8484 Georgia Avenue  
Suite 800  
Silver Spring, MD 20910  
301.927.1900  
301.927.2800 fax  
www.tooledesign.com

June 25, 2015

Denise Chaplick  
Office of Planning  
City of Jacksonville  
214 N. Hogan Street, Suite 105  
Jacksonville, FL 32202

**RE: City of Jacksonville Pedestrian and Bicycle Master Plan (RFP No. P-13-15)**

Dear Ms. Chaplick:

Toole Design Group, LLC (TDG) is pleased to submit this revised scope of work and budget for the Jacksonville Pedestrian and Bicycle Master Plan. As you will see in the enclosed documents, TDG has adjusted the proposed scope to reflect our discussions over the past month. We have added Mr. Lockwood, from our TDG office in Orlando, to the scope and adjusted our staffing approach for the public outreach activities. We have added Acuity Design and Victoria Pennington to our team, and made other minor adjustments to the approach, as discussed.

The total proposed contract amount for this effort is \$257,049.13. Thirty-three percent (33%) of this budget will be allocated to subconsultants, as follows.

Acuity Design	4.60%
Baker Klein Engineering (BKE)	10.46%
TransSystems (TS)	6.89%
Victoria Pennington	5.51%
Dix Hite + Partners (DH+P)	5.58%

Acuity Design and Baker Klein are certified JSEBs with the City of Jacksonville and meet the 15% JSEB requirement of this contract.

TDG would like to thank you for the opportunity to revise our scope and budget for this important project. We are eager to begin work. If you have any questions or comments, please do not hesitate to contact me directly. I can be reached by phone at 301.927.1900 x103 or email [wschultheiss@tooledesign.com](mailto:wschultheiss@tooledesign.com). Thank you for selecting our team.

Sincerely,

Bill Schultheiss, PE  
Vice President, Toole Design Group  
FIN 05.0545429  
8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910  
p. 301.927.1900

cc  
Procurement Division  
Attn: Alex Baker, Professional Services Specialist



## PROJECT SCOPE OF WORK (REVISED 06/25/2015)

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The TDG Team has developed a revised Scope of Work based on the scope of services outlined in the Request for Proposals (RFP), our original approach and the City's requests for modifications to that approach. Our approach offers proven and innovative methods in public engagement as well as a streamlined method for project prioritization, both of which will help build public and political buy-in along the way. Further refinements can be made, if necessary, to most effectively use available resources and achieve project goals and objectives.

### TASK 1: UPDATE VISION AND PROJECT COORDINATION

Jacksonville has a strong base of recent transportation planning efforts to build upon. The City's 2030 Mobility Plan, the 2030 Comprehensive Plan update, and the neighborhood Vision Plans establish a general blueprint that the bicycle and pedestrian plan can use as a foundation.

At the outset of the project, the TDG Team will work with City staff and the project Steering Committee to develop specific goals, objectives and performance measures for the ongoing bicycle and pedestrian transportation programs of the City. As the project proceeds, these goals and objectives will be modified to reflect public input and the community's evolving view of bicycling and walking.

#### Task 1.1: Kickoff Meeting

The TDG Team will conduct a kickoff meeting with City staff and the project steering committee. The purpose of this meeting will be to review the scope and schedule with key stakeholders and engage in a discussion about the vision, goals and objectives. The TDG Team also anticipates learning from the steering committee members what has been accomplished in recent years and what types of new initiatives may be important for the City to achieve its vision.

#### Task 1.2: Progress Meetings and Reports

The TDG Team expects to have 8-10 project planning meetings by conference call. Additionally, face-to-face project coordination meetings will be conducted in conjunction with TDG staff visits for field work, steering committee meetings, and public meetings. Local TDG Team members will be available to the City staff as needed. Written reports outlining the progress of the project will be submitted monthly in conjunction with routine invoices.

#### Task 1.3: Goals, Objectives and Performance Measures

The TDG Team will work with the project Steering Committee to establish a vision statement as well as definitive goals, objectives and performance measures for the project. These will be based on the framework of the City's 2030 Mobility Plan, existing planning documents and public outreach. TDG staff will provide a memo delineating the goals and objectives and will use this document to guide the project throughout.

*Task 1 Deliverables:*

- a. Presentation for the kickoff meeting, schedule based upon refined scope and budget.
- b. Project coordination meetings or conference calls, as appropriate (8-10 meetings assumed, by phone).
- c. Monthly progress reports.
- d. Memo outlining draft goals and objectives, based on existing planning documents and Steering Committee input.

**TASK 2: EXISTING CONDITIONS REPORT**

TDG understands that the City of Jacksonville wishes to develop a thorough baseline of existing conditions for bicycling and walking. This baseline will be needed in order to track progress toward achieving the plan goals and objectives.

**Task 2.1: GIS Data Acquisition and Base Map Development**

TDG will receive various layers of GIS data (and other data forms as needed) from City staff, to address all of the elements of existing conditions that are detailed in the final scope. TDG will create a set of base maps that will serve a variety of purposes throughout the project, including collecting information from the public about areas that need bicycle or pedestrian safety improvements, presenting project information to the steering committee and public, displaying draft and final recommendations, and developing maps for the final plan document. Development of the base map will take in to account the need to display information for state and local roadways separately.

**Task 2.2: Bicycle and Pedestrian Counts**

Given that the City has limited bicycle and pedestrian count data available, the TDG Team will conduct counts at ten count locations for two hours per day on two subsequent days. These counts will be compiled, analyzed, mapped and used in conjunction with any existing count data to help develop a baseline of bicycle and pedestrian activity. If City staff and/or a small group of volunteers are available to provide additional staff support, TDG will train and oversee a larger number of count locations up to the budget available for this task. If available for the Jacksonville area in sufficient detail, national data sources from the Census and National Household Travel Survey can be used in conjunction with local counts to develop a more complete picture regarding bicycle and pedestrian activity in Jacksonville.

As part of the final plan, our team will provide general recommendations related to an ongoing count program for the City. The recommendations will be based on national research and best practices and will include suggested methods (manual vs. automated) and frequency.

**Task 2.3: Bicycle and Pedestrian Crash Analysis**

Using data provided by the City, North Florida Transportation Planning Organization (NFTPO) or State, as well as national fatality data from the Fatality Analysis Reporting System (FARS) and other sources that are already geo-coded, the TDG Team will develop citywide map of bicycle and pedestrian crashes, injuries and fatalities. Crashes will be mapped by Mobility Zone. The integrity of the available data will be assessed to determine the degree to which a deeper analysis of crash factors could be used to identify

also be addressed. Last, an implementation strategy and evaluation plan will be developed (see Tasks 5 and 7 for more detail).

#### Task 4.2: Bicycle Network

Based on the findings from the Task 3 analysis, the TDG Team recommends a three-tiered Bicycle Network, including a long term vision component, a primary route component and a secondary route component. The Network will be based upon creating connectivity to employment centers, retail and entertainment districts, schools, parks and transit services. The Network will include a mix of bikeway facility types, with an emphasis on creating low stress routes (protected on-road and off-road) that are attractive for new cyclists, families and youth, seniors, novice and recreational riders. It will also address recreational on-road cycling and beach access routes.

#### Task 4.3: Program and Policy Recommendations

The experience of most successful bicycling and walking cities is that supportive programs and policies are a critical element of an active transportation culture. The TDG Team will conduct an assessment of any existing programs that support bicycling and walking (i.e. participation in Bike to Work Day, Safe Routes to School) and make targeted recommendations regarding a limited number of additional programs that may be considered. We will also conduct a scan of key city policies (in coordination with the policy review discussed as part of the Pedestrian Safety Action Plan) to identify opportunities to better support bicycle and pedestrian safety and comfort.

#### Task 4 Deliverables:

- a. Draft of Select Components of the Pedestrian Safety Action Plan (Tasks 5 and 7 will generate the components that are not included in this draft).
- b. Simplified Bicycle Network map clearly displaying existing, planned, and proposed bikeway facilities.
- c. Draft list of potential program and policy recommendations.

### TASK 5: PRIORITIZATION PROCESS

TDG will help Jacksonville prioritize the bicycle and pedestrian projects identified in this planning process, as well as those already identified in the 2030 Mobility Plan. We propose using the ActiveTrans Priority Tool (APT), which is a quantitative prioritization method and spreadsheet tool that TDG developed as part of the National Cooperative Highway Research Program (NCHRP Project 07-17). This cutting edge methodology is designed to incorporate local data related to nine different factors, including safety, connectivity, demand, geographic balance/social equity, opportunities, constraints, compliance, public/stakeholder input, and existing conditions. The model can be "weighted" to reflect local values and is transparent, easily explained to decision makers. It can also continue to be used to re-prioritize activities as time goes by, or conditions change.

The APT is based on a rigorous research process involving a literature review, a survey of over 450 transportation professionals, in-depth interviews representatives from 19 agencies, and pilot testing in 10 communities across the country. The TDG Team will use the APT to develop a 5-Year Action Plan for

implementing recommendations outlined in the Pedestrian Safety Action Plan, the 2030 Mobility Plan and identifying the highest priority corridors of the Bicycle Network. The action plan will include specific project lists and components, as well as complementary program and policy recommendations.

*Task 5 Deliverables:*

- a. Summary of prioritization methodology.
- b. A 5-Year Action Plan including:
  - Maps and tables displaying the proposed implementation plan.
  - A table of possible funding strategies.

## TASK 6: PUBLIC OUTREACH

TDG will develop a public involvement strategy designed to facilitate citizen and stakeholder engagement throughout the planning process. Public input is critical to the success of the Plan and will be utilized to inform project goals and objectives, and project recommendations and prioritization.

In addition to working directly with the Project Steering Committee, TDG proposes an approach that will provide opportunities for public meetings at four key stages of the planning process. TDG is flexible and experienced with wide variety public engagement strategies; our experience indicates that a combination of traditional and modern techniques can ensure meaningful, diverse and broad public engagement.

### Task 6.1: Project Steering Committee

The TDG Team looks forward to working closely with the Project Steering Committee. TDG affirms the proposed membership of this group as outlined in the RFP. On our past projects, the most effective project steering committees have a balance of members from bicycle and pedestrian advocacy organizations, other civic groups, and representatives of local, regional and state agencies that are ultimately responsible for implementing components of the plan in a coordinated fashion. The charge of this group will be to help guide the process, encourage broad public participation, review interim work deliverables, and assist with the prioritization process.

TDG expects that the steering committee will need to meet four times throughout the process, as follows:

- Meeting #1: The kickoff meeting.
- Meeting #2: To review the Existing Conditions Report and conduct a work session focused on gathering input from Steering Committee members for the Needs Assessment Using Steering Committee members, this meeting will also be used to review each agency's existing bicycle/pedestrian-related policies, practices and programs.
- Meeting #3: To review the draft recommendations for the Pedestrian Safety Action Plan, the proposed Bicycle Network, and select the criteria and weighting factors to be used in the Prioritization Process.
- Meeting #4: To review the results of the Prioritization Process and recommend adjustments to the criteria, weighting factors, or other aspects of the implementation plan.

With only four Steering Committee meetings, it will be critical that the agendas are carefully structured and that materials are provided in advance, so that members arrive ready for discussion.

#### Task 6.2: Public Meetings

TDG proposes an approach that will provide opportunities for public input at three stages of the planning process (plus the WikiMap described in Task 6.3).

Stage 1: Needs Assessment- TDG will provide two Open House style public meetings (the same content replicated in two sub-areas of the City) to gather public input about the plan goals and objectives, important destinations that should be serviced by bicycling and walking facilities, and perspectives regarding safety, traffic, driver, cyclist and pedestrian behavior, underserved constituencies, and engineering, enforcement, encouragement and education needs.

Stage 2: Review of the Draft Bicycle Network and Pedestrian Safety Action Plan- Two meetings (again using the same content but held in two different sub-areas) will be conducted to review these draft components of the Plan.

Stage 3: Review of Final Draft Master Plan and Draft 5-Year Action Plan for Implementation. Public review and engagement on the final Master Plan will be conducted via online forums and City staff presence at select, existing City events (i.e. Farmers Markets, community festivals, etc.).

For the public meetings in Stages 1 and 2 above, the TDG Team will develop and supply meeting materials (maps, handouts, presentation, etc.), prepare informative presentations and provide staff to support the open house stations and/or small group activities.

For Stage 3, The TDG Team will provide a slide presentation and set of boards for use by city staff.

#### Task 6.3: Online Outreach – Interactive Map

The TDG Team will develop an online WikiMap to supplement our conventional public outreach. TDG was a co-creator of this web-based interactive mapping platform and has continued to be a major contributor to its ongoing improvement. The focus of the WikiMap will be identification of key bicycling and walking destinations and key gaps in the existing network of bicycle and pedestrian facilities. Citizens, local staff, business owners, and other interested users will be able to identify destinations, obstacles, challenges, and opportunities throughout the entire City (see <http://wikimapping.com/wikimap/FCBikes.html>). The data received will be integrated into our GIS analysis and will inform and support the development of the draft bicycle network and focus areas for pedestrian improvements.

The WikiMap will be linked from the City's project webpage. TDG will develop and maintain the WikiMap for a defined input period during Task 2 and Task 3.

#### Task 6.4: Online Outreach – Website Content

TDG will provide project information and content to the City for inclusion on its website. At key project milestones or when new deliverables are available for public review/comment, TDG will provide these in a format suitable for online dissemination. Meeting dates, a link to the online WikiMap and other salient information will be posted as well.

#### Task 6.5: Informational Briefings of City Officials

The TDG Team will provide three presentations to City leadership, including representatives from the City Council, Mayor's office and other executive offices. It is anticipated that these presentations will be distributed throughout the planning process in concert with the following activities: Task 1 activities, Task 5 activities and Task 7 activities.

#### *Task 6 Deliverables:*

- a. Facilitation of four steering committee meetings. Development of meeting agendas, materials, presentations and summaries.
- b. Facilitation of four public meetings, including development of meeting materials and summaries.
- c. Project deliverables in electronic format suitable for online dissemination via the City's website.
- d. Development, hosting, maintenance, and analysis of interactive crowdsourcing map (WikiMap).
- e. Summary of all public outreach activities.

#### Task 7: Final Report

TDG will prepare a final Pedestrian and Bicycle Master Plan, complete with an executive summary and appendices as necessary. The Master Plan will clearly state the goals and objectives for bicycling and walking in Jacksonville, and provide summaries of the input provided by the steering committee and public. The report will focus on presenting the Bicycle Network and the Pedestrian Safety Action Plan as well as the 5-Year Action Plan for implementing the recommendations. The document will include supporting tables, graphs, and maps as appropriate and all data and documentation will be provided to the City in electronic format, including GIS data (in a format determined by the City). A slide presentation will be prepared and presented to City officials. It can be used by staff on an ongoing basis for public education related to plan implementation.

A draft version of the Master Plan will be provided to the City in electronic format for review and comment. TDG will revise the draft Final Report based on comments received. The Final Report will be provided in both hardcopy and electronic format.

#### *Task 7 Deliverables:*

- a. Draft Final Report in electronic format.
- b. Final Report in electronic and hardcopy formats (ten printed copies).
- c. Final PowerPoint presentation summarizing final report.
- d. Final GIS Dataset in electronic format.

#### Task 8: Post Project Debrief

Upon completion of the project, a senior staff member with TDG will conduct a brief "exit interview" with City staff to ensure that our work has met City objectives and expectations.

This debrief will be at no cost to the City, and in no way precludes interim check-ins over the course of the project. We routinely conduct these self-assessments as part of our commitment to providing clients with the highest quality work.

# EXHIBIT B

## Overhead and Profit Rate Sheet

June 2015

<u>Firm Name</u>	<u>Overhead Rate</u>	<u>Profit Rate</u>
Toole Design Group (Prime)	149.14%	10%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/14/2015

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

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

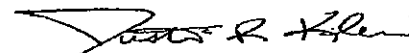
<b>PRODUCER</b> Klein Agency, LLC. P.O. Box 219  Timonium MD 21094		<b>CONTACT NAME:</b> PHONE (A/C No. Ex): (410) 832-7600 FAX (A/C No): (410) 832-1849 E-MAIL ADDRESS:	
<b>INSURED</b> Toole Design Group, LLC 8484 Georgia Avenue, Suite 800  Silver Spring MD 20910-5609		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Surety Corp. INSURER B: American Automobile Ins. Co. INSURER C: Trumbull Insurance Co. INSURER D: Continental Casualty Company INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER: 15-16**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ABC80901895	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/PROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			MXA80309935 MD MXA80309936 VA	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ABC80901895	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30WECCN9232	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MCH591868957	1/1/2015	1/1/2016	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
P-13-15 Jacksonville Pedestrian & Bicycle Master Plan and TDG 548X. 30 days notice of cancellation, 10 days for non-payment. Endorsements CG201011/85, CG24041093, CA70181014 and WC000313 are attached. See attached for specific additional insured wording.

<b>CERTIFICATE HOLDER</b>  City of Jacksonville 214 N. Hogan Street Suite 300 Jacksonville, FL 32202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Justin Klein/LINDA 

POLICY NUMBER: ABC80901895  
NAMED INSURED: Toole Design Group, LLC

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT  
CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

The Buyer and the Buyer's members, officials, officers, employees and agents

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

The TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

POLICY NUMBER: ABC80901895  
NAMED INSURED: Toole Design Group, LLC

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT  
CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

The Buyer and the Buyer's members, officials, officers, employees and agents

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement  
WC 00 03 13**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

**Insured:** Toole Design Group, LLC

**Policy Number:** 30WECCN9232

**Producer:** Klein Agency, LLC

**Effective Date:** 1/1/2015

---

**Schedule**

The Buyer and the Buyer's members, officials, officers, employees and agents

<p>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</p>	<p>contract that requires you to obtain this agreement from us.)</p> <p>This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.</p>
--	--

This Form must be attached to Change Endorsement when insured after the policy is written.

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

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Motor Carrier Coverage Form

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

**A. Broadened Named Insured**

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

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

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

However:

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

**B. Broadened Who Is an Insured**

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

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

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

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

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

**C. Additional Insured Coverage and Waiver of Subrogation**

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

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

However, such person or organization is an insured

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

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

**Waiver of Subrogation**

If required by a:

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

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

**D. Auto Medical Payments - Increased Limit**

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

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

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

**Hired Auto Physical Damage Coverage**

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

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

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

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

However:

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

#### Hired Auto Loss of Use Expenses

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

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

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

#### F. Coverage Territory - Hired Auto

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

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

**G. Communication Equipment Coverage**

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

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

**H. Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

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

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

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

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

**I. Personal Effects Coverage**

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

**c. Personal Effects Coverage**

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

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

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.



**J. Airbag Coverage**

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

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

**K. Rental Reimbursement**

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

**d. Rental Reimbursement or Transportation Expenses**

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

However:

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

**L. Extended Towing Coverage**

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

**2. Extended Towing**

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

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

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

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

**2. Extended Towing**

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

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

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

**M. Cancellation - 120 Days Notice**

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

**N. Supplementary Payments - Increased Limits**

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

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

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

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

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

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

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

Notice should include:

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

**P. Unintentional Failure to Disclose Hazards**

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

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

**Q. Fellow Employee Coverage**

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

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

**R. Limited Mexico Coverage**

**WARNING**

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

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

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

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

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

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

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

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

**S. Extended Glass Coverage**

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

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

**T. Broadened Definition of Bodily Injury**

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

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

**U. Customer Lease or Loan Physical Damage Coverage Extension**

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

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

(3) Incurs a covered total loss;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or

(b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

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

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, or lease; and

(v) Less carry-over balances from previous loans or leases.

#### V. Two or More Deductibles

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

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

(1) If the deductible under this Business Auto Coverage Form is the lesser (or least) deductible, it will be waived.

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

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

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

(1) If the deductible under this Motor Carrier Coverage Form is the lesser (or least) deductible, it will be waived.

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

All other terms and conditions of the policy remain unchanged.

## COMMENTS/REMARKS

If required under an insured written contract, executed prior to any loss, The Buyer and the Buyer's members, officials, officers, employees and agents are an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, The Buyer and the Buyer's members, officials, officers, employees and agents are an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for The Buyer and the Buyer's members, officials, officers, employees and agents under the General Liability, Automobile Liability and Workers Compensation Policies.

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