

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND MIG, INC.**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of April 15, 2026 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and MIG, Inc. (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

- A. On November 1, 2023, City and Contractor entered that certain Consulting Services Agreement (“Agreement”) whereby Contractor agreed to landscape architecture, design, and community facilitation services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- B. On November 1, 2025, City and Contractor agreed to the First Amendment whereby the term was extended. A true and correct copy of the First Amendment and its exhibits is attached as Exhibit A.
- C. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1: Term. The June 30, 2027 end date for the term of services identified in Section 1 of the First Amendment is hereby replaced with December 31, 2027.
- 3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of \$78,402 such that the City agrees to pay Contractor a sum not to exceed totaling \$605,332, with the understanding that up to \$466,135.20 has already been paid to Contractor as of March 20, 2026.

Original Contract Amount:	\$526,920
Amendment #1:	\$ 0
<u>Amendment #2:</u>	<u>\$ 78,402</u>
Total Contract Amount:	\$605,332

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

- 4. Scope of Services. The Scope of services is amended and attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement

will control unless specifically modified by this Amendment.

*[SIGNATURES ON THE FOLLOWING PAGE]*

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

MIG, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Laura Snideman, City Manager

Daniel Iacofano, President and CEO

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

EXHIBIT A

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH  
SAN FRANCISCO AND MIG, INC.**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of November 1, 2025 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and MIG, Inc. (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

- A. On November 1, 2023, City and Contractor entered that certain Consulting Services Agreement (“Agreement”) whereby Contractor agreed to landscape architecture, design, and community facilitation services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The December 31, 2025 end date for the term of services identified in Section 1 of the Agreement is hereby replaced with June 30, 2027.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

*[SIGNATURES ON THE FOLLOWING PAGE]*

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: *Sharon Ranals*  
Sharon Ranals (11/08/2025 15:58:09 PST)

By: *Daniel Iacofano*

Sharon Ranals, City Manager

Daniel Iacofano, President and CEO

Attest:

*Rosa Jovea Acosta*  
City Clerk

Approved as to Form:

By: *Kimia Mahallati*  
City Attorney





**ROUTING:**

CMO →VENDOR → CAO→ CMO →CLK→ CMO

DATE 11/01/2023 DEPT ID \_\_\_\_\_ VENDOR MIG, Inc.

**SCOPE/DESCRIPTION** Linden Park Consulting Services Agreement

Originating Dept.: CMO PM Philip Vitale EXT. \_\_\_\_\_

ADMIN Kathy Ko EXT. \_\_\_\_\_

**TYPE OF CONTRACT** Consulting Services

Budget New

SSF BL# \_\_\_\_\_

**PROCUREMENT METHOD:** Request for Proposals (RFP) (Over \$50,000 procured through best value method)

**CONTRACT AMOUNTS** Specified Amounts Indicated Below

	DATE	AMOUNT	DATE	AMOUNT
Original	<u>11/01/2023</u>	<u>526,920.00</u>	3rd Amendment	_____
1st Amendment	_____	_____	4th Amendment	_____
2nd Amendment	_____	_____	<b>TOTAL</b>	<b>\$ 526,920.00</b>

**APPROVAL AUTHORITY:** Council  Purchase Item from Annual Budget approval has explicit CM approval

**INSURANCE REQUIREMENTS:** Waivers Requested? NO

**BUDGETARY:** Included in Budget (Simpler report attached showing amounts)

FUNDING TYPE: \_\_\_\_\_

AMOUNT	PROJECT STRING	ACCOUNTING STRING	PO Requisition: YES	Encumbered
<u>526,920.00</u>	<u>pk2305-110-600</u>	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**ATTACHMENTS:**  Certificate of Insurance, naming City of South San Francisco as Additional Insured  SIR Questionnaire

Agreements and All Exhibits  Resolution 155-2023

**DEPARTMENT HEAD ACKNOWLEDGEMENT:** [Signature] Date: November 2, 2023 | 3:4

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

**CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:** [Signature] Date: November 3, 2023 | 11:

Have there been any changes to the contract template? \_\_\_\_\_ Name of Reviewer \_\_\_\_\_

Comments: \_\_\_\_\_

**ASSISTANT CITY MANAGER'S APPROVAL:** \_\_\_\_\_ DATE: \_\_\_\_\_

**FINAL APPROVAL:** [Signature] Date: November 3, 2023 | 1

City Manager on behalf of Council

**CITY CLERK:**  Attest  Keep a copy for your files  Return to Originating Dept. [explain]

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
MIG, INC.**

THIS AGREEMENT for consulting services is made by and between the **City of South San Francisco** ("City") and **MIG, Inc** ("Consultant") (together sometimes referred to as the "Parties") as of November 1, 2023 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Five Hundred Twenty-Six Thousand Nine Hundred Twenty Dollars, (\$526,920.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, or Consultant's compensation schedule, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

**2.3 Final Payment.** City shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event

shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement: N/A. Reimbursable expenses shall not exceed \$0. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.
- 2.11 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two

hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.”

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant’s use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow

any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the

City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Additional insured; primary insurance.** City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and

volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a “wasting” policy limit.

**4.4.8 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** To the fullest extent permitted by law, Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance (“Claims”), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

- 5.1 **Insurance Not in Place of Indemnity.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work

hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.
- Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.
- In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.
- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein.

Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that

the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

**Section 10**      **MISCELLANEOUS PROVISIONS.**

- 10.1      **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2      **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.
- 10.3      **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4      **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5      **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6      **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7      **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to

criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Philip\_Vitale, Jr. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

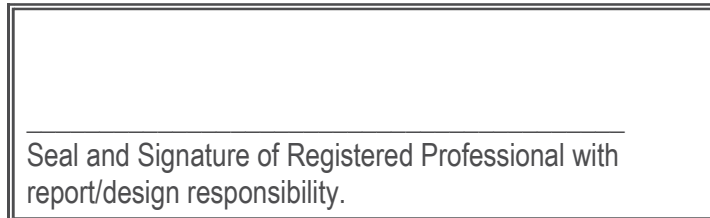
Consultant

Jose Leal, Principal  
MIG, Inc.  
800 Hearst Avenue, Berkeley, CA 94710

City

City Clerk  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

DocuSigned by:  
*SHARON RANALS*  
8A40B2F441FD4BA...  
Sharon Ranals, City Manager

MIG, INC.

DocuSigned by:  
*Daniel Iacofano*  
7F3FC3E3791347D...  
Daniel Iacofano, President and CEO

Attest:

DocuSigned by:  
*Rosa Govea Acosta*  
5908B15FF63F418...  
City Clerk  
Rosa Govea Acosta



Approved as to Form:

DocuSigned by:  
*Sky Woodruff*  
D47F525AE463483...  
City Attorney  
Sky woodruff



CITY OF SOUTH SAN FRANCISCO

# Linden Avenue Park

Landscape Architecture, Design, and  
Community Facilitation Services

Proposal | August 9, 2023



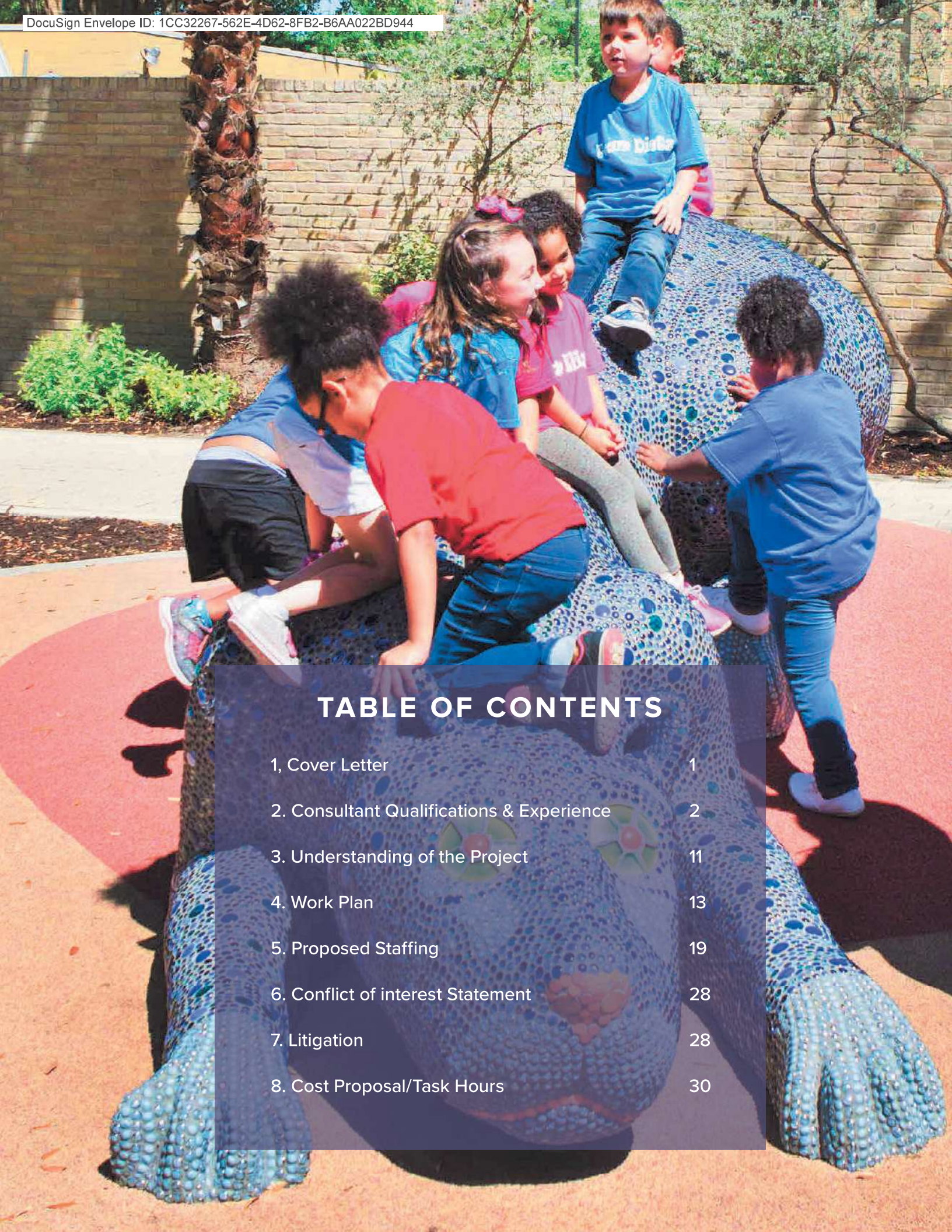
800 Hearst Avenue | Berkeley, CA 94710

(510) 845-7549 | [www.migcom.com](http://www.migcom.com)

In association with:

BKF Engineers | mack5 | Geocon Consultants

Interface Engineering | Daedalus Structural Engineering



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# 1. Cover Letter



August 9, 2023

800 Hearst Avenue  
Berkeley, CA 94710  
(510) 845-7549  
[www.migcom.com](http://www.migcom.com)

City of South San Francisco  
Philip Vitale  
Deputy Director Capital Projects  
400 Grand Avenue  
South San Francisco, CA 94080

**CALIFORNIA**  
BERKELEY, FULLERTON,  
LOS ANGELES, PASADENA,  
RIVERSIDE, SACRAMENTO,  
SAN DIEGO, SAN JOSE,  
AND SONOMA

**COLORADO**  
DENVER

**NEW YORK**  
BROOKLYN

**OREGON**  
PORTLAND

**TEXAS**  
SAN ANTONIO

**WASHINGTON**  
SEATTLE

**RE: RFP - pk 2305 Linden Avenue Park**

Dear Philip,

MIG, Inc., is pleased to submit this response to the RFP for landscape architecture, design, and community facilitation services for the Linden Avenue Park Project in the City of San Francisco. We are a multidisciplinary corporation with over 40 years of experience collaborating with communities to realize projects just like Linden Avenue Park, by providing our planning, design, and community engagement expertise. Our distinctive approach is supported by the principles of environmental psychology and our passion and skill at supporting and helping communities in sharing their distinct stories. MIG has worked with thousands of communities on parks, children’s environments, and urban plazas that support human development and connect both people to people and people to place. We create community-inspired places that are inclusive, accessible, and flexible, and that are an embodiment of the spirit of a place and culture.

We appreciate the importance of this park as a recreational and social amenity that welcomes the diverse South San Francisco community. We look forward to collaborating with the City and the community through inclusive engagement and refining the current vision of a park that includes the following components expressed in the RFP: Children’s Play Areas (2–5 and 5–12-year-olds); a space for recreation; a sports court; spaces for community gathering; an overhead structure or entrance node; public art; and a series of landscape elements that connect these all together. With the current vision in mind, our overall approach will consist of:

- Creating a dynamic park that takes advantage of this signature opportunity.
- Integrating public art to help tell the story of the community while sharing its diverse culture.
- Weaving together a public space that is equitable and inclusive to all people.

We welcome the opportunity to share how our skills and expertise are distinctly suited for Linden Avenue Park. The following proposal summarizes the breadth of our services and technical expertise, our passion for making a community’s vision a reality, and the character of our built work. We have received and read all the addenda issued as part of this RFP. Please do not hesitate to reach out if we can help in any way: [jose1@migcom.com](mailto:jose1@migcom.com); 510-812-1455 (cell).

With Respect,

José de Jesús Leal, PLA, ASLA  
Principal-In-Charge

## 2. Consultant Qualifications & Experience

### About MIG

MIG, Inc., is a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own futures
- The world needs an ecological perspective
- Great projects work for everyone
- Elegant design inspires new thinking
- Every project presents an opportunity to advance racial and social equity
- All work must be context driven

For nearly four decades, MIG has created places where people of all ages can exercise their minds and bodies through play. At all stages of our lives, play is an essential part of being human. It shapes our brains, opens us to new possibilities, makes us adaptable to new ideas, and creates avenues for strong social connections. It is central to our health, well-being, creativity, and intelligence. We all need to play, and we all need to feel a sense of connection to our community as well as our natural surroundings.

**Our designs grow from public engagement.** MIG is well-known for creative outreach. Our approach is cross-generational and universal—allowing all ages and abilities to share in the experience. Our work is characterized by a **dedication to quality, a flexible and collaborative approach, creativity in planning and design, and a commitment to completing projects on time and within budget.** We believe that successful projects happen when the consultant team becomes an extension of the client team, and our well-honed and established project management, communication, scheduling, and cost control processes are designed and activated in service of this project with that in mind.

MIG's designs focus on sustainability, following a regenerative design approach to creating healthy landscapes. We understand that a **healthy landscape takes less to maintain and sustain.** We implement strategies that nurture the soil, allowing the biology in the soil to function properly, which in turn sequesters carbon and reduces carbon emissions, minimizes landfill waste and water use, and increases biodiversity and habitat, as well as maximizes the overall health of the landscape. **A healthy landscape is flexible and responsive to changing community needs.** MIG's designs ensure that every piece of developed area has more than one use and is able to transform its role based on the time of the day or day of the week. Be it parking lanes in streets used for outdoor dining or parking lots used as farmers markets, MIG programs all open spaces for multiple uses. **A healthy landscape also uses resources wisely.** MIG integrates best water conservation and water reuse practices that include drought-tolerant planting palettes, use of grey water, and similar tactics. Water conservation begins with the design by limiting the amount of water required while providing high-distribution uniformity. Tools include ET-based controllers, moisture sensing, point source irrigation, and irrigation audits.

More than anything, MIG's designs welcome everyone. Our team's universal design approach goes beyond standard ADA requirements to create environments that are usable by everyone, regardless of age, race, gender, ability, or background. We design to ensure access and connection, so that the benefits and experiences people have on one site can lead them to want to connect to nearby sites, creating opportunity for economic synergy. **MIG's parks are places where everyone feels welcome and at home**—they feel a boost in neighborhood pride, ownership, stewardship, and caring not only for the park, but also for each other.

## Our Subconsultants

### BKF ENGINEERS

Since 1915, **BKF Engineers (BKF)** has earned a reputation for their ability to successfully plan, design, survey, and implement complex projects. BKF draws on years of experience to guide projects from initial due diligence and feasibility through design and construction. Their proven approach recognizes that developing dynamic projects takes focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions. Through its network of 16 West Coast offices, BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, design professionals, contractors, and school districts. BKF's decades of engineering, surveying, and planning experience is evident in its legacy projects throughout the West Coast. By leveraging its diverse project portfolio in combination with innovative design solutions, BKF's team of more than 500 experienced staff is dedicated to successfully delivering sustainable and dynamic projects for our communities.

### MACK5

For over 22 years, **mack5** has provided planning and management for complex construction projects. They specialize in public and nonprofit works, and customize their services for each project's needs. Their purpose is to deliver not only the greatest value for their clients, but also to get the best value out of every dollar they spend—be it on planning, designing, or building. Their team includes seasoned construction professionals with diverse backgrounds: cost estimators, architects, engineers, and contractors. Their staff brings unique perspectives and broad knowledge to planning for, managing, and controlling costs, schedules, and quality at all stages of a project's life.

### GEOCON CONSULTANTS

**Geocon** is one of the largest California-only geo-environmental firms that delivers geotechnical engineering, materials testing, special inspections, environmental consulting, and hazardous materials services to public agencies and private entities throughout the State of California. Geocon is equipped with an experienced team of professionals and fully accredited laboratory testing facilities located across nine California offices, offering comprehensive field, laboratory, and engineering analyses for a wide range of projects using in-house resources. All of their projects are managed with the ultimate goal of producing technically sound, economically feasible solutions for their clients.

### INTERFACE ENGINEERING

**Interface Engineering** is a multidisciplinary mechanical and electrical engineering firm known for innovative resource use, visionary sustainable design, and breakthrough engineering solutions for new and existing buildings. Our work demonstrates how integrated design and creative collaboration can produce outstanding results—for our clients, our community, and our environment.

### DAEDALUS STRUCTURAL ENGINEERING

**Daedalus** is a Bay Area structural engineering firm with over 38 years of experience designing new and renovating older building resources. They provide a full range of structural engineering services, and their staff has diverse experience in project types, complexity, and size, including seismic evaluation and retrofit design, custom residential, civic, k-12 and higher education, and commercial projects, as well as building and earth retention shoring.

## Relevant Experience

MIG's work draws on our national and international experience, working at a variety of scales in a multitude of settings. As presented on the following pages, the MIG Team has expertise and experience in providing solutions for a variety of civic and community parks, sports fields and other athletic facilities, playgrounds and children's play environments, trails, and other public recreational facilities.



## Jollyman Park All-Inclusive Playground

MIG worked with the City of Cupertino in preparing their first-ever Citywide Parks and Recreation Master Plan. As part of that effort, residents clearly articulated their desire for truly all-inclusive recreation and the City identified Jollyman Park, one of the City’s largest parks, as the location for an all-inclusive playground. The City was successful in winning a grant to help fund the improvements.

MIG worked with the City, public, and stakeholders within the differing abilities community, Art Commission, and Park and Recreation Commission to replace the existing 5–12-year-old play area with a larger, universally-accessible, all-inclusive destination play area where people of all ages and abilities can play together. The new play area supports recreation and social interaction for people with autism; sensory challenges; cognitive, developmental, and physical disability; and those without special needs.

The improvements include a restroom, sidewalk enhancements, a fenced perimeter, picnic areas, and a collection of nature-themed play areas that each offer a variety of ways to participate and experience play.

MIG is currently working with the City and Art Commission to include additional play value through some custom fabrications such as a shade kaleidoscope and bird scavenger hunt. The project is expected to go out to bid in late 2023 and open in 2024.

### PROJECT DETAILS

**MIG Role:** Prime

**Contracting Agency:** City of Cupertino

**Agency Contact:** Evelyn Moran  
Public Works Project Manager  
408-777-1313  
evelynm@cupertino.org

**Contract Dates:** 2022 – Ongoing

**Contract Amount:**  
\$401,511

**MIG Project Manager:** Jan Eiesland



## Emma Prusch All-Inclusive Playground

Emma Prusch Farm Park was gifted to the City of San José with the vision of creating and maintaining a rural country atmosphere in the city that promotes and demonstrates historic, contemporary, and culturally relevant agricultural practices. This neighborhood park is unique in the region with a working farm that is co-managed with nonprofits and docents. The park includes community gardens, rare fruit orchards, livestock, a barn, historic buildings, picnic facilities, and a play area (park visitors also get to enjoy the free-ranging peacocks and chickens that make visits extra memorable!). MIG is working with the City of San José to expand the play area by designing an all-inclusive playground that builds on the agricultural history of the site while providing improved play experiences for all ages and abilities.

The concept builds on the park's unique character of being a working farm and plays with scale in a fun way—for example, there is a giant chicken climbing structure. The hillside has a looping accessible path with a variety of sliding options and shared, shaded seating areas help bridge the existing play area with the new area. The park is expected to open in 2023.

### PROJECT DETAILS

**MIG Role:** Prime

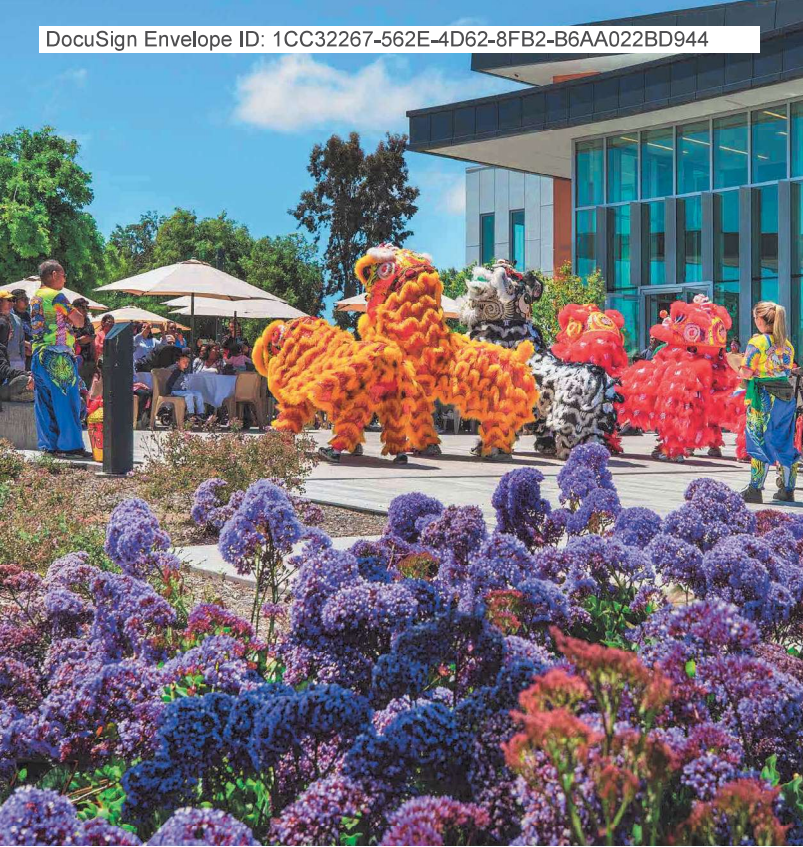
**Contracting Agency:**  
City of San José

**Agency Contact:** Haydé Pacheco  
Parks Manager—Capital Projects  
Parks, Recreation and Neighborhood  
Services  
408-793-4197  
hayde.pacheco@sanjoseca.gov

**Contract Dates:** 2020 – Ongoing

**Contract Amount:** \$405,000

**MIG Project Manager:** Jan Eiesland



## Newark Civic Center

As part of a design/build team with Webcor and Perkins+Will, MIG worked with the City of Newark to create a sustainable landscape for their new, modern civic campus anchoring Civic Center Park. Rooted in the City's mission to be both good stewards of natural resources and build and support community connectedness, MIG's concept included a variety of spaces specially designed to reflect the local natural context and provide areas for community celebration and gathering. At the same time, the new landscape ties together and supports the daily activities and programs of the new Public Library, City Hall, and Police Headquarters. Particular care was taken to embed a sense of the Bay as well as the community's lively character into the design of the paving and features. Spaces were designed to be flexible and work for small groups as well as large ones. A broad, arcing terraced bench creates an inviting focal point that is also a great perch for a range of activities from library story hours, eating lunch, or watching a community performance. Planting was selected to emphasize native plants and reflect the natural coastal environment.

### PROJECT DETAILS

**MIG Role:** Subconsultant

**Contracting Agency:**  
City of Newark (Perkins+Will)

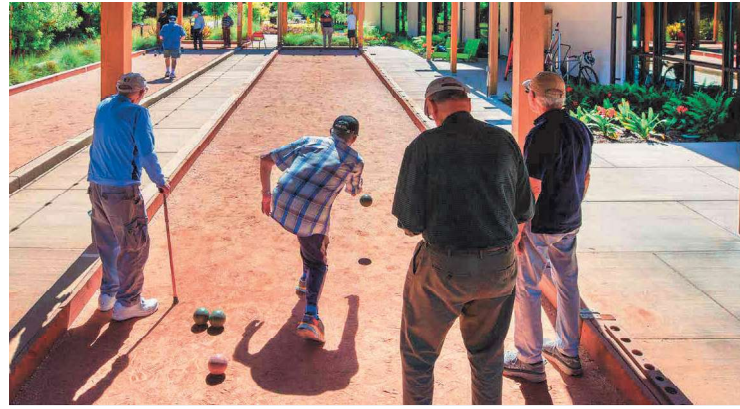
**Agency Contact:** Roya Gonzalez,  
Administrative Analyst  
City of Newark  
510-578-4284  
roya.gonzalez@newark.org

**Contract Dates:** 2019 – 2021

**Contract Amount:** \$233,000

**MIG Project Manager:** Amy Mitchell

**Deputy Project Manager:**  
Jan Eiesland



## Los Altos Community Center

MIG partnered with the City of Los Altos and Noll & Tam to design a new multigenerational community center that offers highly flexible spaces designed with durable materials to serve the community for many years to come. The design integrates surrounding public facilities and focuses on traditional forms and contemporary and natural wood finishes to evoke the California landscape.

The landscape defines outdoor rooms that complement and extend the internal spaces while incorporating green infrastructure and water-efficient practices. Other elements include improved site circulation and connections to adjacent civic facilities, a new childcare facility with outdoor play and learning space, teen hangout/lounge space, and public gathering areas that create welcoming and restful entries to the building.

### PROJECT DETAILS

**MIG Role:** Subconsultant

**Contracting Agency:**  
City of Los Altos

**Agency Contact:**  
Janet Tam, Principal  
Noll & Tam  
510-649-8295  
janet.tam@nollandtam.com

**Contract Dates:** 2018 – 2021

**Contract Amount:** \$246,980

**MIG Project Manager:** Jan  
Eiesland



## Yanaguana Garden at Hemisfair Park

As one of the first projects completed in the 100-acre redevelopment of Hemisfair Park, Yanaguana Garden is a catalyst for economic development and community interaction. Working closely with the City of San Antonio and the Hemisfair Park Area Redevelopment Corporation (HPARC), MIG led the visioning, programming, and design process that included thousands of area residents and business owners. The result is a 24/7 outdoor play and recreation experience that fosters creativity, exploration, learning, and fitness by encouraging everyone to play—regardless of age or ability.

A large blue net structure called the Boomerang invites children of all ages—even Dad—to climb, and ping pong and foosball tables offer opportunities for family competition. Sculptures commissioned by the City from local artists serve as illuminated steel “pup-tents” to create a camp circle and airy play structures become “houses” for imaginative hosts. A promenade with a vine-covered pergola winds through the site like its namesake river. A cascading water spray area and an inland beach lure people to beat the heat. Large green spaces and walking/jogging paths offer rest or movement.

MIG also collaborated with Native tribes and artists to infuse landscape elements with the community’s history and culture. Sinuous, mosaic-covered seating and a climbable spotted blue panther sparkle like jewels and reflect the native origin story. A custom restroom building features a curving psychedelic mural, and colorful checkered “flooring” in the central square can be a game board or a dance floor for special events.

As the new world standard for innovative play for all, Yanaguana is a refreshing start to the renewal of San Antonio’s Hemisfair Park.

### PROJECT DETAILS

**MIG Role:** Prime

**Contracting Agency:** Hemisfair Park Area Redevelopment Corporation

**Agency Contact:**  
Andres Andujar, CEO  
Hemisfair Park Area Redevelopment Corporation  
210-867-1305  
Andres.Andujar@Hemisfair.org

**Contract Dates:** 2012 – 2020

**Contract Amount:** \$1.2M

**MIG Project Manager:** José de Jesús Leal

### Awards:

- 2019 Texas ASLA Honor Award
- 2019 Landscape Architecture Foundation Case Study
- Honorable mention for the 24th EDRA GPA Place-Design Award



## Compton Creek Natural Park

Compton Creek Natural Park is the result of a collaborative effort between the Mountain Recreation Conservation Authority (MRCA) and Compton Unified School District (CUSD) to develop the five-acre property behind Washington Elementary School adjacent to Compton Creek. The goal was to develop a natural park integrated with an outdoor learning environment to serve both the school and the surrounding community of Compton, California. Providing both schematic design and construction documents, MIG worked with the MRCA and CUSD to develop the educational concepts behind the site design, conducting multiple work sessions with Washington Elementary School teachers.

The park is designed to create a multi-sensory experience that layers history, natural science, and art into each area, and creates a safe place for student exploration adjacent to spacious green community areas for recreation, relaxation, and socializing. The plan was constructed in two phases: phase 1 includes a multi-use trail along Compton Creek with interpretive signs, a community plaza, and picnic area, as well as a small amphitheater, exercise stations, and a multi-use lawn; phase 2 comprises the outdoor learning area, including features such as a native stone climbing wall, play stream, local Native American history-themed sand play, and an historic California-themed children's garden. The site design emphasizes restoring the natural stormwater system using surface bioswales and pervious paving.

**MIG Role:** Prime

**Contracting Agency:** MRCA

**Agency Contact:** Liz Jennings,  
Project Manager, MRCA  
(323) 221-9944  
[liz.jennings@mrca.ca.gov](mailto:liz.jennings@mrca.ca.gov)

**Contract Dates:** 2014 – 2017

**Contract Amount:** \$121,000

**MIG Project Manager:** Oscar Johnson

**Sustainable Design Lead:** José de Jesús Leal

## Park and Community Play Area Design Experience

MIG has a proven track record of managing complex, multi-objective park projects that create a high degree of community support through creative design, dynamic visuals, and powerful metaphors.

The matrix below and the following additional examples show more of the broad range of our experience and capabilities.

	Park Planning and Design	Play Space Planning and Design	Innovative Design Trends	Water Play or Aquatic Feature Design	Sustainability and Resilience Measures	All-Inclusive Environments	Garnering Community Input	Working with Diverse Populations	City Approval Processes	Cost Estimation	Project Management and Tools	Prime Consultant Contract
Emma Prusch All-Inclusive Playground, San José, CA	●	●	●		●	●	●		●	●	●	●
Elm Park Renovation, Richmond, CA	●	●			●		●	●	●	●	●	●
Verdese Carter Park, Oakland, CA	●				●	●	●	●	●	●	●	●
Hal Brown Park at Creekside, Kentfield, CA	●	●		●	●	●	●		●	●	●	●
Koret Play Area at Golden Gate Park, San Francisco, CA	●	●		●	●		●		●		●	●
San José Children’s Discovery Museum, San José, CA		●	●		●			●	●	●	●	●
Always Dream Park Play Area, Fremont, CA	●	●	●			●		●	●	●	●	●
Happy Hollow Park and Zoo Master Plan, San José, CA	●	●		●	●	●	●	●		●	●	●
Jollyman All-Inclusive Playground, Cupertino, CA		●	●			●	●	●	●	●	●	●
Almaden Lake Park All-Inclusive Play Area, San José, CA		●						●	●	●	●	●
Richmond Playground Renovation, San Francisco, CA		●					●	●	●	●	●	●
Yanaguana Garden at Hemisfair Park, San Antonio, TX	●	●	●	●	●	●	●	●	●	●	●	●
Compton Creek Natural Park at Washington Elementary, Compton, CA	●		●	●	●	●	●	●	●	●	●	●
Craig Ranch Regional Park Master Plan and Phase 1, North Las Vegas, NV	●	●		●	●	●	●		●			●
Earvin “Magic” Johnson Park, Willowbrook, CA	●	●		●	●	●	●	●	●	●	●	●
Pasadena Playhouse Park, Pasadena, CA	●	●	●				●		●			●
53rd Avenue West Park and All-Inclusive Play Area, Hillsboro, OR	●	●	●	●	●	●	●		●	●	●	●
Hing Hay Park, Seattle, WA	●	●			●		●	●	●		●	
Beacon Mountain at Jefferson Park, Seattle, WA	●	●		●	●		●	●	●		●	●
Bicentennial Park Play Area, Southlake, TX	●	●		●	●				●	●	●	
Kid’s Place at Grand Park Play Area Concept Design, Frisco, TX		●	●	●	●		●		●		●	
The Children’s Zoo at Oklahoma City Zoological Park, Oklahoma City, OK		●		●	●	●			●	●	●	●

### 3. Understanding of the Project

Located in South San Francisco, Linden Avenue Park presents a tremendous opportunity to create a community gathering and recreational space for the downtown neighborhood. The approximate future park site is composed of two parcels located at the eastern corners of the intersection of Linden Avenue and Pine Avenue. One parcel is currently a vacant grass lot, while the second is an active public parking lot. The combined total of the two parcels is nearly three quarters of an acre. The current City vision is for a park with children's play areas (2–5 and 5–12-year-olds), a space for recreation, a sports court, spaces for community gatherings, an overhead structure or entrance node, public art, and a series of landscape elements that help connect them all together. Additionally, the current vision proposes the closure of a section of Pine Avenue and construction of a vehicular roundabout within the park site.

We understand that through inclusive engagement the current vision will be refined and evolved to assure that the final design reflects the values of the community and provides the amenities that will both enhance and support the recreational, social, and economic needs of the community. As requested, the following discusses some of the anticipated challenges and possible solutions to those challenges, based on our preliminary observations and current understanding.

#### Challenges and Solutions

**Creating a Dynamic Park:** Currently both parcels offer little to nothing in terms of recreational and community gathering opportunities. And even though one of the parcels currently sits as a grass lot with a meandering pathway, it lacks the facilities and programming required to truly act as a valuable open space amenity. Successful parks work for people alone or in groups; they work for traditional sports and play, but they also welcome nontraditional activities. Great parks have spaces that can morph and change and evolve with the community to create new traditions and respond to modern trends. They work weekdays, weekends, and for special events. They can adjust to changing human needs, and they offer multiple behavior opportunities—socializing, exercising, celebrating, being quiet, or just having a good laugh.

A challenge we see with a park site less than one acre in size is balancing development to fulfill as much of the community needs as possible without over-programming or cramming too much into one space. Possible solutions for this include creating spaces that are flexible and offer opportunities for both organized and non-organized uses; providing compact play and recreational solutions with high-value opportunities and limited footprints; carefully designing every inch of the park to make sure park uses are compatible with each other and with adjacent parcels; and assuring that every space serves a need for either play or socializing.

**A Signature Opportunity:** With the potential to close off Pine Avenue and merge two parcels in a prime location, Linden Avenue Park has the potential to emerge as a signature location for the City of South San Francisco. In our site visit, we noticed the parcel with the parking lot had a steady flow of cars coming and going. One challenge is helping local business owners understand how the new park and parking configuration will ultimately be a benefit for their businesses. While the new park design cannot respond to every need facing the neighborhood, the engagement and design process can become a model for how the City approaches community needs as they potentially relate to those of economic development. A potential compromise to the loss of public parking may be creating flexible areas for businesses and business patrons to be able to spill over onto the park. Creating spaces for people to sit and eat pan dulce from Las Hijas Del Gallo, or tacos, jugos, curry, or pizza from restaurants down the street could seize the opportunity to integrate and promote more innovative park revitalization strategies that specifically link economic development and livability with improved health and wellness outcomes, all while showcasing South San Francisco's cultural diversity through foods.



**Integration of Local Arts:** The closure of Pine Avenue will have a slight impact on vehicular and pedestrian circulation within the neighborhood. It will require looking at potential off-site improvements to the intersection of Pine Avenue and Linden Avenue as well as how the park interacts with the edges at 7th and 8th Lane, which will serve as bookends to the park site. Art can integrate the park site with the street and vehicular edges and provide visual cues to assist in wayfinding. Artist-produced elements can help with place-keeping and emphasizing the character and values of the neighborhood; connect the park to the community, and help celebrate the diverse cultures of not just the neighborhood, but that of South San Francisco. Art can also provide one-of-a-kind elements that deepen and enrich the park; can be both aesthetic and functional, and serve as gateways and entry markers, traffic calming and park edge markers, seating, and play and exploration.

**Equitable and Inclusive:** Because of the size of the park and its location surrounded by residential and commercial uses, the park has the greatest potential to serve as a community plaza and meeting place. The challenge will be creating a place that respects the different abilities, backgrounds, and cultures to encourage everyone to feel welcomed. By designing a place where children come to play; parents come to watch, meet, and play; teens, adults, seniors, and groups meet up, play, and socialize with their neighbors; and others merely come to sit, eat, and find inspiration in the sounds of people interacting, we can assure we confront the challenges presented by this project and the site. To set the foundation, the engagement process must be open to invite and include all those who wish to be included and involved. When design reflects the diverse ideas, interests, and needs of the local community, it has the power to strengthen community pride, ownership, and stewardship of the community, and help celebrate people of all ages, cultural heritage, and abilities.

## 4. Work Plan

MIG has prepared the following Work Plan based on our understanding of the tasks described in the PK2305 Linden Avenue Park RFP, dated July 12, 2023. We look forward to confirming/refining this scope in collaboration with the City’s project team.

### PHASE 1: CONCEPTUAL DESIGN

#### Task 1.1: Project Kick-off Meeting & Site Tour

MIG and their consultant team (“the MIG Team”) will meet with the City of South San Francisco project team (“the City”) to discuss the project background, reference materials, and pre-design investigations and studies; review opportunities and challenges; establish project goals and communication protocols; and review project tasks and schedule, etc. This meeting will launch a strong collaborative team, committed to a shared process and vision to create an innovative and dynamic Linden Avenue Park with a focus on meeting the City’s goals for the budget and schedule. This kick-off meeting will also include a community engagement strategy discussion, as well as a site tour to observe and discuss the existing site conditions as a team.

#### Task 1.2 Bi-Weekly Project Meetings

The MIG project manager will maintain close contact with the City’s project team through regular virtual check-ins (typically 1 hour) every other week.

#### Task 1.3 Pre-Design Analysis and Investigations

Prior to design, the MIG Team will investigate and review existing conditions and background information as described below.

##### *Task 1.3.1 Review of Existing Conditions and Background Documents*

The MIG Team will review codes, standards, and environmental regulations applicable to the potential park improvements. We will review City-provided documents and online research regarding the site’s natural, social, and cultural history, including land use and demographics, as well as operations and maintenance concerns.

##### *Task 1.3.2 Existing Site Conditions Confirmation*

BKF will review the existing site remediation, topographic, and utility survey information to confirm there are no gaps in the information necessary for project construction documentation. If needed, BKF can provide a full topographic survey and utilities documentation as an additional service.

##### *Task 1.3.3 Geotechnical Report*

Geocon will conduct geotechnical sampling, taking two exploratory borings within the project site to ascertain subsurface soil conditions. They will interpret borings and provide a geotechnical report to address the design of park pavement and footings.

#### Task 1.4 Base File Set-up and Opportunities/Constraints Analysis

MIG will develop a scaled base map for developing the park design. This base map will be used to assemble relevant information on the proposed park site, including circulation, existing features, trees, and other information as appropriate. MIG will prepare a graphic summarizing existing assets, issues, and opportunities, including circulation and accessibility, landscape features, and overall character, paying special attention to human developmental needs and environmental health and sustainability.

#### Task 1.5 Community Engagement Part 1: Prepare to Engage

##### *Task 1.5.1 Confirm Engagement Strategy*

MIG will confirm the community engagement methods described in the RFP, as well as the City’s goals and preferred engagement techniques, both analog and digital. We will work with the City to identify stakeholders (City staff, City leaders, and community groups) whose insights and support will help build a successful park. Per the RFP, this proposal assumes:

- printed and online survey (hosted by MIG),
- two to three Pop-up Events, and
- two in-person Community Meetings.

Should this task identify different efforts than these, the scope and fee will be revised to reflect the modified level of effort.

### **Task 1.5.2 Prepare Materials**

The MIG Team will prepare two Design Alternatives that depict initial ideas for the park. Design alternatives will be presented through illustrative plans and precedent imagery sketches that explain the general form, content, and experiential quality of the design. Rough order-of-magnitude costs will be developed for each alternative. Materials will be developed to share the concepts with the community, as well as to provide an understanding of underlying character and cultural influences that can be expressed in the design. The materials will be formatted to support the planned engagement activities and will be prepared in both English and Spanish. (Translation services to be provided by the City.)

### **Task 1.6 Community Engagement, Part 2: Listen, Learn, and Vision**

#### **Task 1.6.1 Engage**

MIG will engage the community according to the plan confirmed in Task 1.5.1.

#### **Task 1.6.2 Community Engagement Summary**

MIG will summarize the community's feedback in a concise document, including visual exhibits where applicable.

#### **Task 1.6.3 Engagement Summary City Review Meeting**

MIG will host an extended (2-hour) bi-weekly meeting with the City project team to review the community engagement summary and get final direction before developing the Preferred Concept Alternative.

### **Task 1.7 Preferred Concept Development**

Based on community feedback and the City's consolidated comments and direction, MIG will prepare a preferred concept with exhibits for presentation to key City commissions and stakeholders. The exhibits will include an illustrative plan with supporting graphics (precedent imagery, sections, elevations or other sketches) that provide a sense of the park activities, experience, and vision.

### **Task 1.8 Preferred Concept Presentations**

The MIG Team will prepare and present the preferred concept alternative at a total of six in-person meetings:

- Core community stakeholder groups (up to 3 separate meetings),
- City Council,
- Parks and Recreation Commission, and
- Cultural Arts Commission.

### **Task 1.9 Ongoing Project Management and Team Coordination**

MIG will coordinate the work of the design team, monitoring the project schedule and budget, as well as project quality, and preparing and submitting monthly invoices.

#### **Conceptual Design Phase Deliverables:**

- Final Work Plan and Project Schedule (in coordination with City)
- Topographic survey and existing utilities documentation
- Geotechnical report
- Concept Alternatives/Engagement Exhibits
  - Illustrative plans or sketches and precedent imagery
  - Printed and online survey
- Community Engagement Summary
- Preferred Concept Alternative
- Preferred Concept Estimate of Probable Costs
- Preferred Concept Alternative Presentation Material
- Meeting Notes and Action Summaries for MIG-led meetings

## **PHASE 2: SCHEMATIC DESIGN (SD)**

### **Task 2.1 Bi-Weekly Project Meetings**

The MIG project manager will continue close contact with the City's project team through regular virtual check-ins (typically 1 hour) every other week. At the initial SD meeting, MIG will review and confirm the project schedule with the City.

### Task 2.2 Prepare Basis of Design (BOD) Document

Based on the approved Concept Design and coordination with City staff and Operations, the MIG Team will provide a concise BOD document with a narrative description of the systems and products to be used at Linden Avenue Park, as well as applicable standards, design guidelines, and code requirements.

### Task 2.3 Develop SD Package

Building on the BOD, the MIG Team will develop a draft Schematic Design package, including the following elements:

- Schematic-level design drawings (existing conditions, demolition, and schematic utilities; site plan; schematic sections or elevations where needed to communicate design intent)
- Outline Technical Specifications in CSI format
- SD Estimate of Probable Costs

### Task 2.4 Design and Cost Estimate Review Meeting

MIG and mack5 will participate in an extended bi-weekly meeting (2 hours) to review the Schematic package and cost estimate with the City project team to confirm the design and discuss VE options, if needed, to bring the design within the City's construction budget.

### Task 2.5 Schematic Design Presentations

The MIG Team will participate in meetings to present the design to key stakeholders as follows (meetings assumed to be in person, unless stated otherwise):

- Parks and Recreation Commission
- Core community stakeholders (up to 5 virtual meetings)
- Community Outreach Event (one in-person event, City to provide Spanish translation; this event is an opportunity to celebrate and mark the transition to preparing construction drawings for the new park.)
- Cultural Arts Commission
- City Council

### Task 2.6 Ongoing Project Management and Team Coordination

MIG will continue to coordinate the work of the design team, monitoring the project schedule and budget, as well as project quality, and preparing and submitting monthly invoices.

#### **Schematic Design Deliverables:**

- Schematic Basis of Design Document
- 100% Schematic Design drawings, with illustrative plan and supporting exhibits
- Outline technical specifications in CSI format
- Schematic Estimate of Probable Costs
- Schematic Design Presentation
- Meeting Notes and Action Summaries for MIG-led meetings
- Updated project schedule

### PHASE 3: DESIGN DEVELOPMENT (DD)

#### Task 3.1 Bi-Weekly Project Meetings

The MIG project manager will continue close contact with the City's project team through regular virtual check-ins (typically 1 hour) every other week. At the initial DD meeting, MIG will review and confirm the project schedule with the City.

#### Task 3.2 Final Basis of Design (BOD) Document

Based on consolidated SD comments and direction provided by City staff, the MIG Team will prepare a Final BOD document.

#### Task 3.3 Design Development Package

Based on consolidated SD comments and direction provided by City staff, the MIG Team will develop the DD package, including the following elements:

- Design Development-level drawings (including all disciplines to be incorporated in the construction documents)
- Design Development Materials Board, samples, and equipment cut sheets
- Design Development Technical Specifications in CSI format
- DD Estimate of Probable Costs

### Task 3.4 Design Review and Cost Estimate Review Meeting

The MIG Team (with mack5 and other disciplines as necessary) will participate in an extended bi-weekly meeting (2 to 3 hours) to review the Design Development package and cost estimate with the City project team, to confirm design direction and discuss VE options, if needed, to bring the design within the City's construction budget.

### Task 3.5 Design Development Presentations

The MIG Team will participate in meetings to present the updated design to key stakeholders as follows (up to 6 meetings total; meetings assumed to be in person, unless stated otherwise):

- Parks and Recreation Commission
- Core community stakeholders (up to 2 meetings)
- Community Outreach Event (one in-person event, City to provide Spanish translation)
- Cultural Arts Commission
- City Council

### Task 3.6 Ongoing Project Management and Team Coordination

MIG will continue to coordinate the work of the design team, monitoring the Project schedule and budget, as well as project quality, and preparing and submitting monthly invoices.

#### ***Design Development Deliverables:***

- Final BOD document, incorporating SD comments
- 100% DD drawing set, coordinated across all design team disciplines
- DD materials board and samples
- DD technical specifications with cut-sheet packet showcasing major elements
- DD estimate of probable costs
- Meeting Notes and Action Summaries for MIG-led meetings
- Updated project schedule

### PHASE 4: CONSTRUCTION DOCUMENTATION (CD'S)

Based on the approved Design Development package and incorporating the City's consolidated DD comments and direction, the MIG Team will prepare construction documents, including construction drawings and technical specifications, as well as opinions of probable costs at the milestones noted below. The MIG Team will provide technical specifications in CSI format for the City's inclusion and collation with their own Division 1 documents and the project manual.

By the beginning of this phase, the City will provide access to any City-required standard details, title blocks, requirements, and specifications.

All submittals will be in the form of a PDF submitted digitally via email or other free file-sharing service accepted by the City. Drawings will be prepared using AutoCAD, with design plans shown at a minimum of 1" = 20'-0." Design documentation, including specifications, will be consistent with required federal, state, and local codes and regulations, as well as City of South San Francisco requirements and design guidelines.

This scope assumes the development of one set of construction drawings for a single-phase construction project. If funding results in the need for phasing or alternates, these can be provided for an additional fee.

The MIG Team will address the following disciplines in the park design (consultants will provide both drawings and technical specifications for their discipline):

- Landscape Architecture (site and play area design, site furnishings selection, and planting design)
- Civil Engineering (existing conditions, demo, utilities, storm drainage)
- Structural Engineering (minor landscape overhead structures, miscellaneous site elements, walls, and footings)
- Mechanical/Plumbing (drinking fountains or similar minor elements)
- Electrical Engineering and Lighting Design (including security camera system and Wi-Fi access)
- Irrigation Design

#### Task 4.1 Bi-Weekly Project Meetings

The MIG project manager will continue close contact with the City's project team through regular virtual check-ins (typically 1 hour) every other week. At the initial meeting of each submittal, MIG will review and confirm the project schedule with the City.

#### Task 4.2 60% CD Submittal and Cost Estimate

The MIG Team will prepare construction documents to a 60% level of completion.

##### Task 4.2.1 60% Construction Plans and Details

The construction plans and details will be coordinated across all disciplines.

##### Task 4.2.2 60% Technical Specifications

Technical specifications will be provided in CSI format.

##### Task 4.2.3 60% CD Opinion of Probable Costs

The opinion of probable costs will be updated based on the 60% submittal.

##### Task 4.2.4 City Design and Cost Review Meeting

Following their review period, the City will provide the MIG Team with a set of consolidated review comments. These will be discussed in a two-hour virtual meeting to confirm design direction and discuss VE options, if needed, to bring the design within the City's construction budget

#### Task 4.3 90% CD Submittal

The MIG Team will prepare construction documents to a 90% level of completion. MIG will perform a quality control review before submission and coordinate the set across all disciplines.

##### Task 4.2.1 90% Construction Plans and Detail

Plans and details will be coordinated across all disciplines.

##### Task 4.2.2 90% Technical Specifications

Technical specifications will be provided in CSI format.

##### Task 4.2.3 90% CD Opinion of Probable Costs

A final estimate of probable costs will be prepared based on the 90% submittal.

#### Task 4.4 Final Presentations

MIG will update illustrative exhibits for final presentation to the Parks and Recreation Commission and the City Council (two in-person meetings).

#### Task 4.5 100% CD/Bid Set Submittal

Following the 90% review meeting, the MIG Team will incorporate the City's 90% comments to create the 100% CD/Bid Set. MIG will provide a signed letter indicating the project has been coordinated and is ready for bid.

##### Construction Document Deliverables:

- 60% CD Submittal: drawings, technical specifications
- 60% Estimate of Probable Costs
- 90% CD Submittal: drawings, technical specifications
- 90% Estimate of Probable Costs
- Final Presentations
- 100% CD/Bid Set
- Meeting Notes and Action Summaries for MIG-led meetings
- Updated project schedule

### PHASE 5: PERMITTING AND BID/AWARD

#### Task 5.1 Permitting

MIG will submit 100% CD/Bid Set for permitting to applicable City Departments. Permit packages will be prepared as required to receive required building permits (any permit fees are not included in the MIG Team's proposal).

#### Task 5.2 Pre-bid Conference

MIG will attend the pre-bid conference to respond to questions about the Construction Documents.

#### Task 5.3 Bid Assistance and Contract Approval

The MIG Team will support the City through the permitting and bid period. Tasks are described below.

- Attend pre-permit application meeting with City departments
- Prepare responses to bidders' questions to clarify the Construction Documents
- If required, prepare addenda to bid documents

- If needed, evaluate substitution requests
- Assist in evaluating and recommending of contractor selection
- Assist City staff in preparation of materials for presentation to City Council for approval of contract for construction

#### **Task 5.4 Prepare Conformed/Construction Set**

The MIG Team will provide a Conformed/Construction Set, incorporating clarifications to the 100% CD set made during the bid process.

#### **Task 5.5 Project Management and Team Coordination**

MIG will continue to coordinate the work of the design team, monitoring the Project schedule and budget, as well as project quality, and preparing and submitting monthly invoices.

Value engineering at Bid Phase is NOT included in the basic scope. If bids are higher than anticipated due to unforeseen market conditions, the MIG Team will meet with the Client to discuss options to move the project forward. Any additional design, coordination or phasing submittals can be provided for additional services.

### **PHASE 6: CONSTRUCTION ADMINISTRATION**

#### **Task 6.1 Preconstruction Meeting Participation**

If needed, the MIG Team will attend the City-scheduled and lead Pre-Construction meeting to help clarify and respond to questions related to project design intent.

#### **Task 6.2 RFI's, Submittals and Supplemental Instructions**

The MIG Team will make timely review of and take appropriate action on the Contractor's submittals such as RFI's, Shop Drawings, Product Data and Samples, to confirm conformance with the design intent of the project and compliance with the information given in the Contract Documents. When appropriate, the MIG Team will provide supplemental instructions for the contractor's use.

#### **Task 6.3 Construction Meetings and Site visits**

Prior to task 6.4, the MIG Team will visit the site to review construction progress. Team members will visit the site in accordance with the progress of their discipline's work schedule. Site visits will be performed in accordance with the contractor's progress (maximum weekly, less frequently when progress is slower). This scope assumes a maximum of 16 site visits by MIG's Project Manager prior to substantial completion. (Task assumes a 10-month construction schedule; if the schedule is extended, and/or additional site visits or meetings are needed, they may be provided as an additional service.)

#### **Task 6.4 Punch List Site Visit and Preparation**

When notified that the construction is substantially complete, the MIG Team will make one site visit with the City's representative, perform a Punch List inspection, and provide a consolidated "punch list" of observations for the contractor's correction.

### **PHASE 7: PROJECT CLOSEOUT**

#### **Task 7.1 Final Punch List Site Visit**

When notified that all punch list items have been addressed, the MIG Team will make one final site visit with the City's representative to confirm all punch list items are complete.

#### **Task 7.2 Closeout Document Review**

MIG will review the close-out documents and as-built drawings provided by the contractor against the final permit set, to confirm the documentation is alignment with the final implementation.

#### **Task 7.3 Parks Staff Training**

If needed, the MIG Team will provide information to the City Parks staff related to the proper operation of installed equipment, as well as on-going maintenance.

### **Additional Services**

The MIG Team has a broad range of experience, skills and services. Services that have not been called out specifically above, additional consultants, meetings, or submittals, may be provided following City approval of the MIG Team's additional services proposal.

## 5. Proposed Staffing

### The MIG Team

MIG has carefully selected a highly experienced team of design professionals who offer the full range of expertise required for the Linden Avenue Park Landscape Architecture, Design, and Community Facilitation Services.

#### PROJECT MANAGEMENT

Principal-in-Charge **José de Jesús Leal, PLA, ASLA**, draws on wisdom from nearly 25 years of landscape architecture experience that includes award-winning parks, streetscapes, and other public realm and recreation projects throughout California. José will ensure adequate resources are allocated to this project and that contractual requirements are met. He will provide overall project direction, oversight, and quality control. Notable projects include Yanaguana Gardens at Hemisfair Park in San Antonio, TX; Compton Creek Natural Park in Compton; Hal Brown Park at Creekside in Kentfield; and Yocha Dehe Wintun Nation TeweKewe Tending and Gathering Garden Conceptual Design in Brooks.

Project Manager/Landscape Architect **Jan Eiesland, PLA**, brings superior design and project management skills that foster effective collaborations with design teams from early concepts through construction for public realm spaces, including public parks, community centers, schools, and civic landscapes. Notable projects include the Koret Children's Quarters at Golden Gate Park and Richmond Playground in San Francisco; Emma Prusch Farm Park and Almaden Lake All-Inclusive Playground in San José; Jollyman All-Inclusive Play Area in Cupertino; City of Newark Civic Center; and Los Altos Community Center.

#### TECHNICAL SUPPORT

- **Lauren Ivey-Thomas, PLA**, Deputy Project Manager, Landscape Architect, MIG
- **Noé Noyola**, Community Engagement Specialist, MIG
- Senior Associate Principal **Patrick Chan, PE, LEED AP**, and Senior Project Engineer **Christian Anzelde, PE, LEED AP, QSD/P**, of BKF
- Principal Engineer **Shane Rodacker, GE**, of Geocon, and Senior Project Engineer **Andre Ashour, PE**, of Geocon
- Cost Estimator **Cynthia Madrid** of mack5
- Principal **Mae R Kawamoto, PE, SE**, and **Douglas Robertson, PE, SE**, of Deadalus
- Principal **Joel D. Cruz** and **Kristina Santi, LC**, of Interface Engineering

The MIG Team has access to a **deep bench of additional support personnel** who may provide services depending on project assignments. These include specialists in historic and cultural landscapes, urban design and planning, visualizations, graphic design, ecology and restoration, and green infrastructure; project associates; administrative staff; and project accountants. They will be available throughout the project as needed.

### Team Resumes

Detailed resumes highlighting our key personnel's qualifications are provided on the following pages.



## José de Jesús Leal, PLA, ASLA

### PRINCIPAL-IN-CHARGE | MIG

José Leal has been learning from and experiencing the natural environment since he was a child—whether it was working alongside his family picking avocados or oranges in an orchard or playing outside where he grew up. In landscape architecture, he found a path to continuous discovery and a means for connecting people to place, history, and culture. His respect for the land and its resources is evident in his work as a designer and planner. He considers both ecological processes and human, animal, and plant systems, creating designs for places that respond to all. His Mexican and Nahua heritage has inspired José’s passion for Indigenous landscape architecture and how diverse Indigenous people have adapted to their natural environment. To José, every project represents an opportunity to build on the collective knowledge of the community and the place itself. His work ethic and tenacity ensure a steady generation of innovative ideas and solutions, while his technical expertise enables him to translate visions into physical form.

José has nearly 25 years of experience in landscape architecture for a diverse type of Native Nations and public agency projects. As Director of MIG’s Native Nations Building Studio, José leads an interdisciplinary group of designers and planners in providing services to Native Nations to support and strengthen Tribal communities’ cohesiveness, self-determination, and sovereignty through inclusive design and cultural relativism.

### SELECTED PROJECT EXPERIENCE

- Yanaguana Gardens at Hemisfair Park, San Antonio, TX
- Hal Brown Park at Creekside, Kentfield, CA
- Compton Creek Natural Park, Compton, CA
- Koret Play Area at Golden Gate Park, San Francisco, CA
- Muckleshoot Indian Tribe Village Plan, Auburn, WA
- Shasta–Takelma Indigenous Learning Garden, Ashland, OR
- Yocha Dehe Wintun Nation TeweKewe Tending and Gathering Garden Conceptual Design, Brooks, CA
- Yocha Dehe Wintun Nation Facilities Office Building, Brooks, CA
- Nadaka Nature Park and Garden, Gresham, OR
- Mace Ranch Community Park, Davis, CA
- Main Street Dog Agility Park, Redwood City, CA
- Muir Park Renovation, Sacramento, CA

### EDUCATION

- BS, Landscape Architecture, University of California, Davis

### REGISTRATIONS

- Landscape Architect: CA #5429

### PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects (ASLA); Diversity Summit Community Member
- America Walks Executive Board Member

### PRESENTATIONS

- Land as a Relation: Supporting Indigenous Connection/ Reconnection Through (Un) learning and Direct Action, American Society of Landscape Architecture National Conference, 2022
- “Stolen, Resolution and Renewal,” American Society of Landscape Architecture Oregon Chapter’s Virtual Design Symposium, 2021.

### OFFICE LOCATION

- Sacramento, CA



## Jan Eiesland, PLA

### PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

Jan Eiesland has a passion for public spaces that get people outside to engage with their community and reconnect with the natural environment. As a former free-range country kid turned city dweller, she understands the importance of access to the outdoors and how places can enhance and support our daily lives. Jan's professional experience has been centered on the public realm, including public parks, community centers, schools, and civic landscapes. Her strong design and project management skills foster effective collaborations with design teams from early concepts through construction. Jan believes that good design can create real change at the community level—by providing a valued space with shared meaning. It should also appeal at the personal level—with artful, memorable elements that delight and surprise.

#### EDUCATION

- MLA, UC Berkeley
- BA, Architectural Studies, University of Washington

#### REGISTRATIONS

- Landscape Architect: CA #4893

#### OFFICE LOCATION

- Berkeley, CA

#### SELECTED PROJECT EXPERIENCE

- Koret Children's Quarters, Golden Gate Park, San Francisco, CA
- Emma Prusch Farm Park, San José, CA
- Jollyman All-Inclusive Play Area, Cupertino, CA
- Red Morton Park and Stormwater Infrastructure, Redwood City, CA
- Lawrence-Mitty Park and Trail Master Plan, Cupertino, CA
- Almaden Lake All-Inclusive Playground, San José, CA
- Richmond Playground, San Francisco, CA
- Winchester Whaley Neighborhoods' Community Workshops, San José, CA
- Cherryland Community Center, Cherryland, CA
- Children's Zoo at Oakland Zoo, Oakland, CA
- Lions Wayside and Delucchi Parks, Pleasanton, CA
- Los Altos Community Center, Los Altos, CA
- Martin Luther King Jr. Memorial Park, Santa Rosa, CA
- Morgan Park, Campbell, CA
- Newark Civic Center, Newark, CA
- Seven Hills School Main Campus, Walnut Creek, CA
- T+C Public Park and Trail, San Diego, CA
- Willard Middle School Grounds, Berkeley, CA



## Lauren Ivey-Thomas, PLA

DEPUTY PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

As an urban designer and landscape architect, Lauren Ivey-Thomas is inspired by the interaction between landscape design, planning, and community building through active participation and engagement. Her varied portfolio ranges from the design of park sites to master planning public park and recreation networks. With a skill set encompassing the breadth of the profession, Lauren is confident in guiding projects from the initial stages of collaborative design through to construction. She is adept at design conceptualization, project management, design, construction documentation, and construction review and oversight. Her passion to create lasting design through community-based processes is a guiding principle in her work.

### EDUCATION

- MLA, Landscape Architecture, University of California, Berkeley
- MCP, City and Regional Planning, University of California, Berkeley
- AB, Architecture, Certificate in Urban Studies, Princeton University

### REGISTRATIONS

- Landscape Architect: CA #6620
- AICP Certified

### PROFESSIONAL AFFILIATIONS

- American Planning Association, Northern California
- CED Alumni of Color

### OFFICE LOCATION

- Berkeley, CA

### SELECTED PROJECT EXPERIENCE

- James Kenney Park Renovation, Berkeley, CA\*
- McInnis Park Master Plan and Phase 1 Dog Park, San Rafael, CA\*
- Schaefer Park / McKelvey Playfields, Mountain View, CA\*
- Rocky Graham Park, Marin County, CA\*
- Hunters Point Shoreline, San Francisco, CA\*
- University Club of Palo Alto, Palo Alto, CA\*
- Antioch Prewett Park Improvements, Antioch, CA\*
- Andy's Unity Park, Santa Rosa, CA\*
- Pinnacles East Site Planning and Design, Pinnacles National Park, CA\*
- Citywide Parks Master Plan, Newark, CA\*
- Dunphy Park Rehabilitation, Sausalito, CA\*
- Parks and Recreation Facilities Master Plan, El Cerrito, CA\*
- Berkeley Tuolumne Camp, Groveland, CA\*
- Patterson Community Complex Master Plan, Patterson, CA\*
- Mare Island Sports Fields, Vallejo, CA\*
- Muir Woods Pedestrian Bridges and Trail Project, Muir Woods National Monument, Mill Valley, CA\*

\* Completed prior to joining MIG



## Noé Noyola

### COMMUNITY ENGAGEMENT SPECIALIST | MIG

Noé Noyola is a highly skilled and dedicated community planner and project manager whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation. During a college-year abroad in Denmark, Noé lived in an urban environment that was “healthy,” not just in physical fitness, but in social interaction and connection—which led him to his chosen field. He is keenly aware of the emotional ties that people have to their communities and strives to acknowledge this so that people will engage more productively and authentically in his projects. Noé’s cultural competency—fluency in Spanish—and mastery of process and meeting facilitation enable him to effectively bridge technical content with impacted, and often under-served, stakeholder communities. A creative communicator and facilitator, he ensures an open and balanced exchange of information and ideas that paves the way for collective decision-making and results in positive outcomes.

#### EDUCATION

- MCP, University of California, Berkeley
- BA, Political Science and Spanish, Sonoma State University

#### PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)

#### AWARDS

- City of Salinas 2014-16 Housing and Community Initiatives Public Outreach Program, APA Northern California Section Merit Award for Public Outreach, 2017

#### OFFICE LOCATION

- Berkeley, CA

#### SELECTED PROJECT EXPERIENCE

- Herz Playground Community Engagement, San Francisco, CA
- Richmond Playground Design, Community Engagement, San Francisco, CA
- Sacramento Parks Master Plan, Sacramento, CA
- San Gabriel Valley Greenway Network Plan, Outreach and Stakeholder Engagement, Los Angeles County, CA
- Cherryland Community Center Development, Outreach and Facilitation, Hayward Area Recreation and Parks District, CA
- Blossom Hill Boulevard Bicycle and Pedestrian Overcrossing over Hwy 17, Los Gatos, CA
- Bohemian Highway Bridge Replacement over Russian River, Monte Rio, CA
- Shoreline Boulevard Bicycle/Pedestrian Overcrossing, Mountain View, CA
- Highway 17 Access Management Plan, Community Outreach and Education, Santa Cruz County, CA
- Neighborhood Bridges Replacement Outreach, San Anselmo and San Rafael, CA
- Franklin Blvd Complete Streets Planning and Community Outreach, Sacramento, CA
- Salinas Housing and Community Development Needs Assessment, Salinas, CA
- Visión Salinas, Integrated Outreach and Project Identity, Salinas, CA
- Downtown Specific Plan Grants Toolkit, Watsonville, CA
- Chinatown Neighborhood Revitalization Plan, Stakeholder Engagement, Salinas, CA



#### EDUCATION

- BS, Civil Engineering, Santa Clara University

#### REGISTRATIONS

- Professional Civil Engineer, CA No. 83189

#### OFFICE LOCATION

- San José, CA

## Patrick Chan, PE, LEED AP

SENIOR ASSOCIATE PRINCIPAL | BKF

Patrick Chan has a broad base of civil engineering experience. Throughout his career, he has worked with both private- and public-sector clients. He is responsible for many phases of project development ranging from preliminary studies to contract document preparation and construction administration. His experience includes residential, commercial, institutional and community-related projects.

#### SELECTED PROJECT EXPERIENCE

- Emma Prusch Farm Regional Park, San José, CA\*
- Almaden Lake Park, San José, CA\*
- Lawrence Mitty Park & Trail Master Plan, Cupertino, CA\*
- Jollyman Park Playground, Cupertino, CA\*
- Elaine Richardson Park, San José, CA
- Vista Montana Park, San José, CA
- 1343 The Alameda Mini-Park, San José, CA

*\* Project Completed with MIG*



#### EDUCATION

- BS, Civil Engineering, California State University, San José

#### REGISTRATIONS

- Professional Civil Engineer, CA No. 85483

#### OFFICE LOCATION

- San José, CA

## Christian Anzelde, PE, LEED AP, QSD/P

SENIOR PROJECT ENGINEER | BKF

Since joining BKF Engineers, Christian Anzelde has consistently proven a strong work ethic, focus on customer service, and creative approach to all his designs. He brings a broad knowledge of local and regional approval processes with almost a decade of experience working with local agencies. Day-to-day he supports projects by evaluating project conditions and providing technical support to the project team.

As a Senior Project Engineer, Christian is experienced in the design and development of many civic parks projects in the Bay Area. These projects include conceptual planning, underground utility design, site development, grading and drainage design, construction administration, and coordination with local and state agencies.

#### SELECTED PROJECT EXPERIENCE

- Emma Prusch Farm Regional Park, San José, CA\*
- Almaden Lake Park, San José, CA\*
- Jollyman Park Playground, Cupertino, CA\*
- Lawrence Mitty Park & Trail Master Plan, Cupertino, CA\*
- Hampton Park, Cupertino, CA

*\* Project Completed with MIG*



### EDUCATION

- BS, Civil Engineering, Adamson University, Philippines
- BS, Sanitary Engineering, National University, Philippines

### OFFICE LOCATION

- Oakland, CA

## Cynthia Madrid, CPE

### COST ESTIMATOR | MACK5

Cynthia Madrid has over 30 years of experience in the building profession working on behalf of cost consulting firms. Her extensive experience includes cost estimating, preparing bills of quantities, evaluation of change orders, value engineering, post-contract administration, cost reconciliation with third-party consultants/contractors, and peer review of cost estimates prepared by third-party consultants. She has expertise in recreation and public agency facilities, including retrofits/remodels/renovations, new construction, and assessments/feasibility/program-level cost plans and estimates. Cynthia has expertise on many projects with extensive civil scopes of work, including outdoor recreation. Her estimating experience includes parks facilities, recreational trails, and environmentally sensitive scope.

### SELECTED PROJECT EXPERIENCE

- Helen Diller Civic Center Playgrounds, San Francisco, CA
- Unity Park and Multi-Use Path, Richmond, CA
- Boorman Park, Richmond, CA
- Via Toledo Park, San Lorenzo, CA
- Fairmont Terrace Park, San Leandro, CA



## Shane Rodacker, GE

### PRINCIPAL ENGINEER | GEOCON

Shane Rodacker has 20+ years of experience conducting and managing geotechnical engineering services throughout Northern California. His practical methods of addressing unique problems during design and construction have been applied to transportation infrastructure, public facilities, master-planned communities, multifamily residential, and commercial developments. His expertise includes slope stability analysis, foundation design, pavement design, hillside grading, and the mitigation of complex geologic problems during land development.

### SELECTED PROJECT EXPERIENCE

- Borel Park Improvements, San Mateo, CA
- East Hillside Park Improvements, San Mateo, CA
- Grand Boulevard Improvements, South San Francisco, CA
- Piedmont Community Pool, Piedmont, CA
- Newark Civic Center, Newark, CA

### EDUCATION

- BS, Civil Engineering, North Dakota State University

### REGISTRATIONS

- Geotechnical Engineer: CA # 2915
- Professional Engineer: CA Civil # 63291

### OFFICE LOCATION

- Livermore, CA



## Mae R. Kawamoto, PE, SE

### PRINCIPAL | DAEDALUS

Mae Kawamoto has designed various structures over the past 26 years, including custom residences, public and private school buildings, community centers, public art, and commercial buildings. Her experience ranges from new, ground-up construction to remodels, seismic upgrades, and evaluations of existing structures. She has a special interest in sustainable design and construction and follows LEED-certification updates and sustainable practices. Mae has a good rapport with design teams and contractors to ensure that solutions are efficient and sensible.

#### EDUCATION

- BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo
- BArch, Architecture, California Polytechnic State University, San Luis Obispo

#### OFFICE LOCATION

- San José, CA



## Douglas Robertson, PE, SE

### PRINCIPAL ENGINEER | DAEDALUS

Douglas Robertson has managed and directed the structural design of many diverse projects during his career spanning 38 years. Placing great attention on important project details while executing broader project goals pertaining to construction budget, schedule, and constructability, Doug has led many technologically innovative and diverse projects including new building design, seismic evaluation and strengthening, historic renovation and preservation, sustainable design, and implementation of energy dissipation technologies. Through careful study and collaboration, Doug has consistently helped owners and architects develop innovative design solutions while helping reduce costs.

#### SELECTED PROJECT EXPERIENCE

- Boeddeker Park and Clubhouse, San Francisco, CA
- Hayes Valley Playground and Clubhouse, San Francisco, CA
- Jennifer Russel Community Center, Lafayette, CA
- Hayes Valley Playground and Clubhouse, San Francisco, CA
- Jennifer Russel Community Center, Lafayette, CA
- Orange Park Community Center, South San Francisco, CA
- Fremont Civic Center, Fremont, CA
- Performing Arts Center, Woodside High School, Woodside, CA

#### EDUCATION

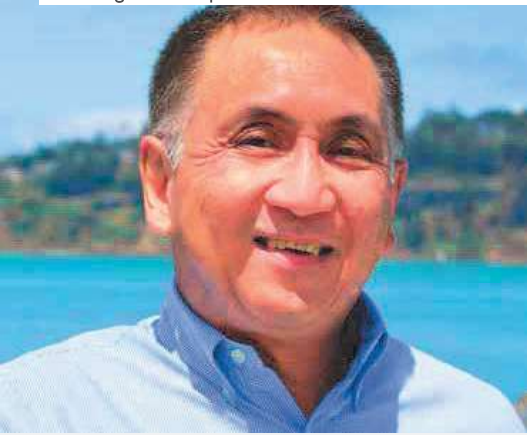
- BS, Civil Engineering, University of Colorado, Boulder

#### REGISTRATIONS

- Structural Engineer: CA (S 3424)

#### OFFICE LOCATION

- San José, CA



### EDUCATION

- BS, Architecture, Far Eastern University, Manila, Phillipines
- Associate of Science Telecommunication Technology, Skyline College

### OFFICE LOCATION

- San Francisco, CA

## Joel D. Cruz

### PRINCIPAL | INTERFACE ENGINEERING

Joel Cruz has over 40 years of experience in electrical engineering design and is a Principal and Project Manager at Interface. Joel's project experience includes parks, aquatic centers, and wellness, athletic, and recreation centers for both new and renovation construction projects. With a focus on project management, Joel works closely with architects, owners, and contractors in various phases of the project, from conceptualization and design to production and construction administration. Joel brings a balance of practical experience and technical knowledge to his work, designing cost-effective and functional projects.

### SELECTED PROJECT EXPERIENCE

- Boeddeker Park Community Center, San Francisco, CA
- Herz Playground, San Francisco, CA
- Richmond Playground Renovation, San Francisco, CA
- Martial Cottle Park, Santa Clara, CA
- East Bay Regional Park District Tilden Environmental Education Center, Berkeley, CA
- San Pablo Park Restroom Remodel, Berkeley, CA



## Kristina Santi, LC

### ASSOCIATE PRINCIPAL | INTERFACE ENGINEERING

Kristina Santi has over 15 years of experience in lighting and electrical engineering. Kristina has managed multiple projects and teams both internationally and locally. Kristina excels at providing both aesthetically pleasing and technically sound lighting projects with a focus on energy efficiency. Her experience as an electrical engineer has provided her with budget awareness within her designs as well as a solid knowledge base of current codes and standards.

### SELECTED PROJECT EXPERIENCE

- Boeddeker Park and Clubhouse, San Francisco, CA
- Hayes Valley Playground and Clubhouse, San Francisco, CA
- Jennifer Russel Community Center, Lafayette, CA
- Hayes Valley Playground and Clubhouse, San Francisco, CA
- Jennifer Russel Community Center, Lafayette, CA
- Orange Park Community Center, South San Francisco, CA
- Fremont Civic Center, Fremont, CA
- Performing Arts Center, Woodside High School, Woodside, CA

### EDUCATION

- BS, Electrical Engineering, University of Sydney, Australia

### REGISTRATIONS

- GBCA Accredited Professional Lighting Certified

### OFFICE LOCATION

- San Francisco, CA

## 6. Conflict of interest Statement

### Conflict of Interest

MIG, Inc., has **no** financial, business, or other relationship with the City of South San Francisco that may have an impact upon the outcome of the contract of the construction project. We have **no** current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. MIG has **no** financial interest or relationship with any construction company that might submit a bid on the construction project.

## 7. Litigation

### Litigation History

MIG, Inc., has been involved in the following litigation:

*2009, Information and Referral Federation of Los Angeles County v. Moore, Iacofano, Goltsman: Los Angeles Superior Court Case No. BC357401.*

MIG was hired to develop an online database/hotline for 211LA. Client disputed original scope of work and sued for contract compliance. **Jury trial was decided unanimously in MIG's favor.**

MIG has had no additional litigation or claims.





Project Cost	MIG, Inc.														Subconsultants									
	Jose Leal Principal-in-Charge			Jan Eiesland Project Manager, Landscape Architect			Lauren Ivey-Thomas Deputy PM, And Landscape Architect			Dino Viale Irrigation Designer			Noe Noyola Community Engagement Specialist			Project Associate, Designer		MIG Totals		BKF (Civil)	Hexagon (Traffic)	Daedalus (Structural)	Interface (MEP and Lighting Design)	Mack5 (Cost Estimator)
	Hrs@	\$195	Hrs@	\$185	Hrs@	\$165	Hrs@	\$155	Hrs@	\$165	Hrs@	\$155	Hrs@	\$165	Hrs@	\$120								
Phase 1: Site Preparation & Planning (6 weeks)	Background Documents	6	\$1,170	8	\$1,480	6	\$990		\$0	6	\$990	4	\$480	30	\$5,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Site Survey		\$0	6	\$1,110	12	\$1,980		\$0		\$0		\$0	18	\$3,090	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Concept Design (Allowance)	2	\$390	4	\$740	4	\$660		\$0		\$0	2	\$240	12	\$2,030	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	
	Permitting		\$0	4	\$740	6	\$990		\$0		\$0		\$0	10	\$1,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Constraints Analysis		\$0	2	\$370	8	\$1,320		\$0		\$0	16	\$1,920	26	\$3,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Team Coordination	2	\$390	8	\$1,480	8	\$1,320		\$0	12	\$1,980	28	\$3,360	58	\$8,530	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,038	
	Client Meeting	10	\$1,950	24	\$4,440	32	\$5,280		\$0	30	\$4,950	28	\$3,360	124	\$19,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Final Review	6	\$1,170	12	\$2,220	12	\$1,980	2	\$310		\$0	20	\$2,400	52	\$8,080	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Subtotal	10	\$1,950	16	\$2,960	32	\$5,280		\$0	16	\$2,640		\$0	74	\$12,830	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Team Coordination	1	\$195	1	\$185	2	\$330		\$0	12	\$1,980		\$0	16	\$2,690		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal	4	\$780	12	\$2,220	16	\$2,640		\$0	4	\$480		\$0	36	\$6,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Subtotal	41	\$7,995	99	\$18,315	156	\$25,740	4	\$620	76	\$12,540	116	\$13,920	492	\$79,130	\$15,900	\$30,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$5,038	
Phase 2: Design & Construction (12 weeks)	Design		\$0	5	\$925	8	\$1,320		\$0		\$0		\$0	13	\$2,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Construction		\$0	2	\$370	12	\$1,980	4	\$620		\$0	8	\$960	26	\$3,930	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Client Meeting	2	\$390	12	\$2,220	32	\$5,280	2	\$310		\$0	32	\$3,840	80	\$12,040	\$8,500	\$0	\$1,000	\$0	\$0	\$0	\$0	\$6,028	
	Permitting		\$0	2	\$370	6	\$990		\$0		\$0		\$0	8	\$1,360	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$412	
	Team Coordination	4	\$780	24	\$4,440	24	\$3,960		\$0	6	\$990		\$0	58	\$10,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Client Meeting	2	\$390	3	\$555	12	\$1,980		\$0		\$0	2	\$240	19	\$3,165	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Subtotal	8	\$1,560	48	\$8,880	94	\$15,510	6	\$930	6	\$990	42	\$5,040	204	\$32,910	\$11,500	\$0	\$1,500	\$0	\$0	\$0	\$0	\$6,440	
	Phase 3: Construction & Handover (10 weeks)	Construction		\$0	4	\$740	8	\$1,320		\$0		\$0		\$0	12	\$2,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Client Meeting		\$0		\$0	4	\$660	2	\$310		\$0	4	\$480	10	\$1,450	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Design	2	\$390	12	\$2,220	56	\$9,240		\$0		\$0	72	\$8,640	142	\$20,490	\$12,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$7,050
Permitting			\$0	3	\$555	6	\$990		\$0		\$0		\$0	9	\$1,545	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$412	
Team Coordination		2	\$390	18	\$3,330	16	\$2,640		\$0		\$0		\$0	36	\$6,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Client Meeting		2	\$390	4	\$740	12	\$1,980		\$0		\$0		\$0	18	\$3,110	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal		6	\$1,170	41	\$7,585	102	\$16,830	2	\$310	0	\$0	76	\$9,120	227	\$35,015	\$14,800	\$0	\$2,000	\$0	\$0	\$0	\$0	\$7,462	

	MIG, Inc.										Subcontractors						
	Jose Leal <i>Principal-in-Charge</i>	Jan Eiesland <i>Project Manager, Landscape Architect</i>	Lauren Ivey-Thomas <i>Deputy PM, And Landscape Architect</i>	Dino Viale <i>Irrigation Designer</i>	Noe Noyola <i>Community Engagement Specialist</i>	Project Associate, Designer	MIG Totals				BKF (Civil)	Hexagon (Traffic)	Daedalus (Structural)	Interface (MEP and Lighting Design)	Mack5 (Cost Estimator)		
SECTION (18 weeks)																	
	\$0	\$1,110	12	\$1,980	\$0	\$0	18	\$3,090	\$0	\$0	\$0	\$0	\$0	\$0			
Initial & Cost Estimate	1	\$195	12	\$2,220	32	\$5,280	24	\$3,720	\$0	60	\$7,200	129	\$18,615	\$13,000	\$2,500	\$7,500	\$9,094
Initial & Cost Estimate	1	\$195	12	\$2,220	32	\$5,280	24	\$3,720	\$0	64	\$7,680	133	\$19,095	\$11,000	\$3,500	\$5,500	\$9,094
	4	\$780	6	\$1,110		\$0		\$0	\$0		\$0	10	\$1,890	\$0	\$0	\$0	\$0
	4	\$780	6	\$1,110	12	\$1,980	4	\$620	\$0	12	\$1,440	38	\$5,930	\$5,000	\$1,500	\$3,000	\$0
Team Coordination		\$0	6	\$1,110	12	\$1,980		\$0	\$0		\$0	18	\$3,090	\$800	\$0	\$0	\$0
Subtotal	10	\$1,950	48	\$8,880	100	\$16,500	52	\$8,060	0	136	\$16,320	346	\$51,710	\$29,800	\$7,500	\$16,000	\$18,188
SECTION (8 weeks)																	
	\$0	\$370	4	\$660	\$0	\$0	12	\$1,440	\$0	\$0	\$0	18	\$2,470	\$4,000	\$0	\$0	\$0
	\$0	\$370	2	\$330	\$0	\$0	4	\$700	\$0	\$0	\$0	4	\$700	\$1,000	\$0	\$0	\$0
Material Allowance	2	\$390	8	\$1,480	12	\$1,980	4	\$620	\$0	12	\$1,440	38	\$5,910	\$2,000	\$400	\$2,000	\$0
Team Coordination (PDF + AutoCAD)		\$0	4	\$740	8	\$1,320		\$0	\$0	12	\$1,440	24	\$3,500	\$4,000	\$0	\$0	\$0
Team Coordination		\$0	1	\$185	4	\$660		\$0	\$0	2	\$240	7	\$1,085	\$800	\$0	\$0	\$0
Subtotal	2	\$390	17	\$3,145	30	\$4,950	4	\$620	0	38	\$4,560	91	\$13,665	\$11,800	\$400	\$2,000	\$0
SECTION (40 weeks)																	
Virtual		\$0	2	\$370	2	\$330		\$0	\$0		\$0	4	\$700	\$1,000	\$0	\$0	\$0
Instructions	2	\$390	32	\$5,920	56	\$9,240		\$0	\$0	12	\$1,440	102	\$16,990	\$4,000	\$1,800	\$1,800	\$0
Tasks		\$0	160	\$29,600		\$0		\$0	\$0		\$0	160	\$29,600	\$7,000	\$1,200	\$4,200	\$0
		\$0	6	\$1,110	6	\$990		\$0	\$0		\$0	12	\$2,100	\$1,200	\$0	\$1,000	\$0
Subtotal	2	\$390	200	\$37,000	64	\$10,560	0	\$0	0	12	\$1,440	278	\$49,390	\$13,200	\$3,000	\$7,000	\$0
SECTION (12 weeks)																	
	\$0	\$0	7	\$1,155		\$0		\$0	\$0		\$0	7	\$1,155	\$0	\$0	\$0	\$0
	\$0	\$370	2	\$330		\$0		\$0	\$0		\$0	4	\$700	\$0	\$0	\$0	\$0
	\$0	\$370	2	\$330		\$0		\$0	\$0		\$0	4	\$700	\$0	\$0	\$0	\$0
PDF	6	\$1,170	8	\$1,480	16	\$2,640		\$0	\$0	4	\$480	14	\$2,170	\$0	\$600	\$0	\$0
Subtotal	6	\$1,170	12	\$2,220	33	\$5,445	0	\$0	0	36	\$4,320	87	\$13,155	\$0	\$1,200	\$0	\$0
	75	\$14,625	465	\$86,025	579	\$95,535	68	\$10,540	82	\$13,530	456	\$54,720	1,725	\$97,000	\$30,000	\$45,000	\$37,128
SECTION (12 weeks)																	
Optional Tasks																	
Documentation (BKF)		Provided by City															
Optional Tasks Subtotal		N/A															



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2023

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 MIGINC0-01	<b>CONTACT NAME:</b> Jo Lusk <b>PHONE (A/C, No, Ext):</b> 510-272-1465 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : BERKLEY INSURANCE COMPANY</td> <td style="text-align: center;">32603</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : BERKLEY INSURANCE COMPANY	32603	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D : The Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
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**COVERAGES** **CERTIFICATE NUMBER: 239967050** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA05S79947	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB2L553909	8/31/2023	8/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability & Contr. Pollution Liab Included			AEC907002005	8/31/2023	8/31/2024	Per Claim/5,000,000 Included \$5,000,000/Aggr

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Umbrella Liability policy is a follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.  
 Project #30923 South San Francisco Linden Avenue Park  
 City of South San Francisco, its officers, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and auto liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

<b>CERTIFICATE HOLDER</b>  City of South San Francisco 400 Grand Avenue South San Francisco CA 94083	<b>CANCELLATION 30 Day Notice of 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

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CG T8 03 08 23

DATE OF ISSUE: 08/06/2023

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

**Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

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

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

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

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

### 6. Representations

By accepting this policy, you agree:

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

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

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

### 8. Transfer Of Rights Of Recovery Against Others To Us

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

### 9. When We Do Not Renew

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

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

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
  - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

#### L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

#### M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" 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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Policy#: BA0S579947

COMMERCIAL AUTO

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1.** The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A)**

**POLICY NUMBER: UB2L553909**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT CALIFORNIA  
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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

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

Insurance Company  
The Travelers Indemnity Company

Countersigned by

**DATE OF ISSUE: 10/24/2023**



# City of South San Francisco

## City Council

### Resolution: RES 155-2023

P.O. Box 711 (City Hall, 400  
Grand Avenue)  
South San Francisco, CA

**File Number: 23-815**

**Enactment Number: RES 155-2023**

RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURE, DESIGN, AND COMMUNITY FACILITATION SERVICES WITH MIG, INC. OF BERKELEY, CALIFORNIA FOR THE LINDEN AVENUE PARK PROJECT (PROJECT NO. PK2305) IN AN AMOUNT NOT TO EXCEED \$526,920 AND AUTHORIZING A CONTRACT CONTINGENCY OF \$52,692 ON BEHALF OF THE CITY OF SOUTH SAN FRANCISCO.

WHEREAS, Linden Avenue Park project will be a multiuse park located in the heart of South San Francisco; and

WHEREAS, the Linden Avenue Park project will require redevelopment of a parking lot and undeveloped parcel and possible closure of a portion of a public street to transform the site to a vibrant neighborhood park and cultural plaza for the community; and

WHEREAS, on July 12, 2023, Staff advertised a Request for Proposals (RFP) for consulting services; and

WHEREAS, the project is included in the City of South San Francisco's Fiscal Year 2022-23 and Capital Improvement Program (project no. pk2305); and

WHEREAS, design and a portion of construction will be funded partially by Park Development Fees in the amount of \$300,000 and a grant from the California Budget Act of 2022 (Mullin) in an amount of \$3,200,000 which was accepted by Council in February 2023; and

WHEREAS, the City received ten responses to the RFP and, upon evaluation by a selection panel and negotiation with the top-score respondent, City staff recommends selecting MIG, Inc. of Berkeley, California for the work and enter into a consulting services agreement with that firm in an amount not to exceed \$526,920, which is the total bid; and

WHEREAS, there is no fiscal impact to the budget for fiscal year 2023-2024, as this project is included in the City's fiscal year 2022-2023 Capital Improvement Program and there are sufficient funds to award the Consulting Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approve a consulting services agreement, herein as Exhibit A, between the City and MIG, Inc. of Berkeley, California in an amount not to exceed \$526,920, conditioned on the consultant's timely execution of the consulting services agreement and submission of all required documents, including but not limited to, certificates of insurance and endorsement, in accordance with the Project documents.

BE IT FURTHER RESOLVED that the City Council approves, if necessary, an amendment to the consulting agreement in an amount not to exceed \$52,692 should the contingency amount be necessary to be awarded to complete the project as identified in the staff report.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement in substantially the same form as Exhibit A and to execute any other related documents on behalf of the City upon timely submission by MIG, Inc. a signed contract and all other necessary documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED the City Manager authorizes the Finance Department to establish the Project Budget consistent with the information contained in the staff report.


BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to take any other related actions consistent with the intent of this resolution that do not materially increase the City's obligations.

\* \* \* \* \*

At a meeting of the City Council on 10/11/2023, a motion was made by Councilmember Flores, seconded by Councilmember Coleman, that this Resolution be approved. The motion passed.

**Yes: 5** Mayor Nicolas, Vice Mayor Nagales, Councilmember Addiego, Councilmember Coleman, and Councilmember Flores

Attest by

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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

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


<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 MIGINC0-01	<b>CONTACT NAME:</b> Anni Owens <b>PHONE (A/C, No, Ext):</b> 510-272-1465 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : BERKLEY INSURANCE COMPANY</td> <td>32603</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D : National Indemnity Company</td> <td>20087</td> </tr> <tr> <td>INSURER E : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : BERKLEY INSURANCE COMPANY	32603	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D : National Indemnity Company	20087	INSURER E : Twin City Fire Insurance Company	29459	INSURER F :
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**COVERAGES** **CERTIFICATE NUMBER: 881682708** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA05579947	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB2L553909	8/31/2025	8/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D E	Professional Liab & Contr.Poll Drone Liability Cyber Liability			AEC909023107 9004014 57MB035552025	8/31/2025 8/31/2025 8/31/2025	8/31/2026 8/31/2026 8/31/2026	Per Claim/\$5,000,000 Limit Limit \$5,000,000/Aggr \$1,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.  
 Project #30923 South San Francisco Linden Avenue Park City of South San Francisco, its officers, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and auto liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

<b>CERTIFICATE HOLDER</b>  City of South San Francisco 400 Grand Avenue South San Francisco CA 94083	<b>CANCELLATION 30 Day Notice of 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" 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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

#### **Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
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### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a)** 75 feet long or less; and
- (b)** Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

**e.** Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1)** 75 feet long or less; and
- (2)** Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

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

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

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

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

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

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

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

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6) An aircraft that is:**

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;  
(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

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

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

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

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

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

**e. Contractual Liability**

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

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

**h. Wrong Description Of Prices**

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

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

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

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

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

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

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

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

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

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**  
Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

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

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

- (1) "Bodily injury" or "personal injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
    - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

## COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

## COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

**a. Primary Insurance**

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

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

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

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

**c. Method Of Sharing**

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

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

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

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

**6. Representations**

By accepting this policy, you agree:

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

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

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

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

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

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

## COMMERCIAL GENERAL LIABILITY

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

**17.** "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18.** "Personal and advertising injury" means "personal injury" or "advertising injury".

**19.** "Personal injury":

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

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

**21. "Premises damage" means:**

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1)** Fire;
  - (2)** Explosion;
  - (3)** Lightning;
  - (4)** Smoke resulting from fire, explosion or lightning; or
  - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

**22. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

**23. "Property damage" means:**

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

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

**24. "Slogan":**

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
  - (1)** Any person or organization, other than you; or
  - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A)

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT CALIFORNIA  
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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

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

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by










# MIG First Amendment

Final Audit Report

2025-11-10

Created:	2025-10-28 (Pacific Daylight Time)
By:	Kathy Ko (kathy.ko@ssfca.gov)
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Documents:	MIG First Amendment.docx (2 pages) MIG_SSF_Consulting_Services_Agreement.pdf (63 pages) City of South San Francisco_8-25-2025.pdf (37 pages)

## "MIG First Amendment" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2023-11-03 - 1:13:52 PM AKDT
-  Document created by Kathy Ko (kathy.ko@ssfca.gov)  
Documents: MIG First Amendment.docx, MIG\_SSF\_Consulting\_Services\_Agreement.pdf, City of South San Francisco\_8-25-2025.pdf  
2025-10-28 - 10:54:21 AM AKDT
-  Document emailed to Daniel Iacofano (danieli@migcom.com) for signature  
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-  Document e-signed by Daniel Iacofano (danieli@migcom.com)  
Documents: MIG First Amendment.docx  
Signature Date: 2025-10-29 - 10:04:32 AM AKDT - Time Source: server
-  Document sent to Claire Lai (claire.lai@redwoodpubliclaw.com) and Sky Woodruff (sky.woodruff@redwoodpubliclaw.com) for signature. One of them to sign  
2025-10-29 - 10:04:44 AM AKDT
-  Email viewed by Sky Woodruff (sky.woodruff@redwoodpubliclaw.com)  
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-  Document signing delegated to Kimia Mahallati (kimia.mahallati@redwoodpubliclaw.com) by Sky Woodruff (sky.woodruff@redwoodpubliclaw.com)  
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-  Document emailed to Kimia Mahallati (kimia.mahallati@redwoodpubliclaw.com) for signature  
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 Document e-signed by Kimia Mahallati (kimia.mahallati@redwoodpubliclaw.com)

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Documents: MIG First Amendment.docx

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 Document emailed to sharon.ranals@ssfca.gov for signature

2025-11-08 - 3:50:35 PM PST

 Email viewed by sharon.ranals@ssfca.gov

2025-11-08 - 3:52:13 PM PST


 Signer sharon.ranals@ssfca.gov entered name at signing as Sharon Ranals

2025-11-08 - 3:58:07 PM PST

 Document e-signed by Sharon Ranals (sharon.ranals@ssfca.gov)

Documents: MIG First Amendment.docx

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2025-11-08 - 3:58:18 PM PST

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 Document e-signed by Rosa Acosta (Rosa.Acosta@ssfca.gov)

Documents: MIG First Amendment.docx

Signature Date: 2025-11-10 - 11:20:25 AM PST - Time Source: server

 Agreement completed.

2025-11-10 - 11:20:25 AM PST





March 19, 2026

Philip Vitale, Jr., Deputy Director  
Capital Projects, City of South San Francisco  
33 Arroyo Dr., South San Francisco, CA 94080

Re: Additional Services for Linden Park (MIG Project #30923) – CD & CA

Dear Philip,

Based on our recent discussions, the following summarizes additional work and fees to respond to the City’s additional requested scope to meet project needs. This work is above and beyond the original contract, dated November 3, 2023. All other terms in the original contract remain in effect.

**Requested Add Services:**

<b>Hexagon Work Part 1</b> (see June 4, 2025 letter) .....	Subtotal \$10,000
<b>Hexagon work Part 2</b> (see Aug 4, 2025 letter) .....	Subtotal \$6,670
<b>Restroom CD</b> (see Nov 26, 2025 letter) .....	Subtotal \$33,665
<b>Utility Modifications</b> (per meeting discussion) .....	Subtotal \$15,000

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**Additional Fee Total: \$65,335**

*Fees will be added to Task 6 - CA, unless otherwise directed by the City.*

We have not included the additional scope for *Restroom work – Construction Administration*. However, per our earlier letter, this could be added for an additional amount of \$9,275 should the City decide to implement that scope.

Please feel free to contact me by email at [josel@migcom.com](mailto:josel@migcom.com) or my cell phone at (510) 812-1455 for any questions or additional information needed.

Sincerely,

José de Jesús Leal  
Principal, MIG