

CS-20-2000

**CONTRACT FOR PROFESSIONAL SERVICES
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 26th day of July 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Walker Consultants**, located at 4904 Eisenhower Blvd., Suite 150, Tampa, Florida 33634, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to assist County with the development of a Strategic Master Plan for Public Beach Parking and Access on Amelia Island. Said services are more fully described in the *Proposal* dated June 11, 2021, attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, Consultant desires to render certain professional services as described in the *Proposal*, and has the qualifications, experience, staff and resources to perform those services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Proposal*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the *Proposal*.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the *Proposal*, County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the

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orderly progress of Consultant's services. County hereby designates the Director of Public Works to act on County's behalf with respect to the *Proposal*. The Director of Public Works, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution and terminate one hundred twenty (120) days thereafter. The term of this Agreement may be extended upon mutual written agreement between both parties. Any extension of the term under this Agreement shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated a total sum not to exceed \$130,690.00, in accordance with the *Proposal* for Phase I through Phase IV (see Attachment "A").

5.2 Consultant shall prepare and submit to the Director of Public Works, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant

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for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement;
- 7.2** *Proposal* attached hereto Attachment "A";
- 7.3** *Certificate of Insurance* attached hereto as *Exhibit "1"*

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7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

ARTICLE 10 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent consultant under this Agreement, and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 11 – EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

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ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

Consultant shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 14 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

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ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 17 – UNCONTROLLABLE FORCES

17.1 Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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ARTICLE 18 – IMPLEMENTATION OF THE STRATEGIC MASTER PLAN

18.1 At the conclusion of Phase V and acceptance of the Final Strategic Master Plan Report by the Nassau County Board of County Commissioners, the County Manager shall have the authority to negotiate the performance of any necessary additional phases associated with the implementation of the Strategic Master Plan.

18.2 The County Manager's authority includes the ability to negotiate with any other qualified professional firm for any necessary work (phases) required to implement the Strategic Master Plan.

18.3 Any contractual or extension shall be subject to approval by the Nassau County Board of County Commissioners.

ARTICLE 18 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 19 - MISCELLANEOUS

19.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other

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jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if Consultant does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all

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public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 21 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 23 - FUNDING

The funding for the expenditures are available in the current fiscal year. The funding shall not require any additional budget appropriation by the County Commission of the County of Nassau.

ARTICLE 24 - NOTICE

24.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Director of Public Works
45195 Musselwhite Road
Callahan, Florida 32011
904-530-6120
dpodiak@nassaucountyfl.com

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

With a copy to the Procurement Manager at:

96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040

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procurement@nassaucountyfl.com

CONSULTANT:

Jim Corbett, CAPP, Director of Studies
Walker Consultants
4904 Eisenhower Blvd., Suite 150
Tampa, Florida 33634
(813) 888-5800
jcorbett@walkerconsultants.com

24.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

24.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 25 - DISPUTE RESOLUTION

25.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

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25.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

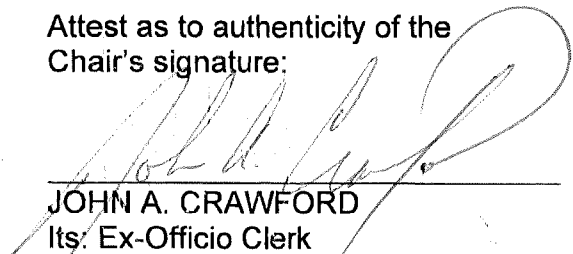
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



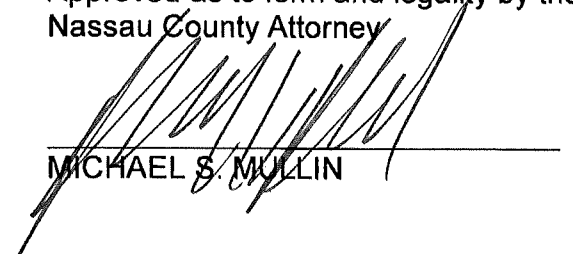
THOMAS R. FORD
Its: Chairman

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

WALKER CONSULTANTS



By: Jim M. Corbett

Its: Director of Studies

Date: 7/21/2021

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Attachment "A"

Proposal



4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
www.walkerconsultants.com

July 12, 2021

(sent via Email: tpope@nassaucountyfl.com)

Mr. Taco Pope, AICP
County Manager
Nassau County BOCC
96135 Nassau Place
Suite 1
Yulee, FL 32097

*Re: Amelia Island Public Beach Parking and Access Study
Strategic Master Plan
Nassau County, FL
Walker Proposal No. P21-051*

Dear Mr. Pope:

Walker Consultants (Walker) is pleased to present our proposal to assist Nassau County with the development of a Strategic Master Plan for Public Beach Parking and Access on Amelia Island. The following outlines our understanding of this project, scope of work, proposed schedule, fee, and general conditions of agreement for consideration and discussion.

PROJECT UNDERSTANDING

The study area is inclusive of the beaches within the City of Fernandina Beach, State parks on Amelia Island, and the unincorporated areas of Amelia Island. In the context of the study, the reference to Amelia Island Public Beach Parking and Access, or variation thereof, includes all the resources in the municipal boundary of the City of Fernandina, the unincorporated areas of Amelia Island, and the State parks located on Amelia Island.

SCOPE OF SERVICES

PHASE #1 – EXISTING CONDITIONS AND DEMAND PROJECTIONS

1. Project kick-off meeting with Nassau County project team.
 - a. Jay Robertson
 - b. Doug Podiak
 - c. David Barth
 - d. Marshal Eyerman
 - e. Taco Pope
2. Review current market conditions, existing beach access points, existing parking resources, existing bicycle and pedestrian resources serving beach access, management costs, and operating commitments.



Mr. Taco Pope, AICP
July 12, 2021
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3. Observe utilization and verify inventory for Amelia Island public beach access parking inventory.
4. Conduct limited stakeholder focus group meetings (City, County and State (FDEP) departments, Merchant Associations, FDOT, and utility providers to include FPU and AT&T) to discuss and develop with the method of operations for the parking program and determine the ideal terms of success. Walker will also plan, program, and host one (1) open-house style public participation event on Amelia Island which will be open to the public. The event will provide an opportunity for the public to submit thoughts and ideas. Nassau County will support Walker through 1) the provision of sufficient professional staff to facilitate the open-house event including manning information tables and taking individual verbal comments, 2) provide a physical space to conduct the open house, 3) provide AV equipment, tables, chairs, comment 'drop-boxes', and other base provisions to support the event, and (4) execute advertisement of the event. Walker will be responsible for creation of the general event plan/program and any maps, posters, or informational items necessary to solicit comment from the public.
5. Conduct a supply and demand analysis based on current conditions. Demand analysis to include:
 - a. County resident/property owner vs non-resident/property owner use
 - b. Sub-regions of the Island (See #8 below)
6. Project future demand to year 2045 in 5-year increments. This includes demand based on population expansion, expansion of the tourism market, both on- and off-Island, increase on non-residential services in proximity to the beach and other similar variables.
7. Conduct a review of existing local studies, data, plans and legislation. Examples should include:
 - a. Special Act of the Legislature/SB1577 controlling beach driving and parking
 - b. Final Judgement Case No: 90-397-CA; Case No: 90-529-CA (on remand) [OR657/0060]
 - c. Nassau County Growth Trends Report
 - d. Nassau County Transit Plan
 - e. Amelia Island Convention and Visitor Bureau (AICVB) Tourism Market Reports
 - f. City of Fernandina Beach Regulatory Policies
 - g. State Park Regulatory Policies
 - h. U.S. Army Corps of Engineers Parking Requirements and Policies relative to the NCSSP
 - i. City of Fernandina Beach and Nassau County Comprehensive Plans
8. Based on the above analysis, segment the Island into sub-regions for micro-level supply/demand analysis. For example:
 - a. North Island (Cumberland Sound to PBA #9/Jasmine Street)
 - b. North-Central Island (PBA #9/Jasmine St. to PBA #30/Simmons Rd)
 - c. South-Central Island (PBA #30/Simmons Road to PBA #108/Burney Rd)
 - d. South Island (PBA #108/Burney Rd to the Nassau Sound)
9. Develop draft summary of conditions and stakeholder focus group findings.
10. Review conditions and stakeholder meeting results with County project team.



Mr. Taco Pope, AICP
July 12, 2021
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Project milestone #1: Finalize and deliver conditions and stakeholder meeting findings.

PHASE #2 – PRELIMINARY SOLUTIONS AND SYSTEM ENHANCEMENTS

1. Work with the County to establish a public beach parking and access program outline that will give an overview of parking and access goals, objectives, policies, and standards/controls. This may include identification of additional analysis/research needed.
2. Review of beach condition amenities affecting nearby commercial activities and special events.
3. Determine if additional inventory needs should be considered based on current conditions and projected demand analysis.
4. Recommend customer service improvements related to security and wayfinding.
5. Identify and review technology options for customer service enhancements.
6. Review existing code language and recommend regulatory and procedural solutions.
7. Develop draft summary of Phase 2 findings and recommendations.
8. Review Phase 2 draft findings and recommendations with County staff.

Project milestone #2: Finalize and deliver Summary of Phase 2 findings and recommendations.

PHASE #3 – BEACH PARKING AND ACCESS MANAGEMENT COST MODEL

1. Review current public beach parking and access management costs and management responsibilities of the City, County, and State parks (Florida Department of Environmental Protection).
2. As part of demand projections, project the impact on Operations and Material costs associated with beach parking and access management solutions identified in Phase 4.
3. Develop draft summary of Phase 3 findings and recommendations.
4. Review Phase 3 draft findings and recommendations with County staff.

Project milestone #3: Finalize and deliver Summary of Phase 3 findings and recommendations.

PHASE #4 – STRATEGIC MASTER PLAN

1. Provide collective draft report to the County establishing a unified and coordinated public beach parking and access policy that will be used to effectively maximize public beach parking and access availability and usage on Amelia Island.



Mr. Taco Pope, AICP
 July 12, 2021
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2. Prepare a prioritized timeline for implementable solutions. Recommended timeline will focus on short-term (1-5 years), mid-term (5-10 years), and long-term (10-25 years), which will be divided into 5-year increments based on demand projections (10-15, 15-20, and 20-25 years)
 - a. Short-term: May include property acquisition, construction, or expansion of on-street parking, addressing resort employee parking policies, and/or development of recommended cost recovery model and related solutions.
 - b. Mid-term: May include construction of satellite parking adjacent to the Amelia River and Sea Trail, the extension of sidewalks from public beach access areas to arterial roadways, implementation of technologies to allow beach goers to find available parking on Amelia Island via smart phone, and on-island satellite parking with trolley system and/or on-island shuttle service for beach front service workers.
 - c. Long-term: May include off-island satellite parking and bus transportation to on-island trolley system; on-island structured parking garage; premium paid parking.
3. Provide guidance and advice to County staff regarding community outreach efforts to communicate the Strategic Master Plan and system enhancements. As an optional additional service, the County may request assistance from Walker in designing digital (website, YouTube informational videos) and print media.
4. Review Strategic Master Plan Draft Report with County staff.

Project milestone #4: Finalize and deliver Final Strategic Master Plan Report to the County.

PROJECT FEE

Walker proposes to perform the above scopes of services with the fee structure shown in the following table and in accordance with the attached General Conditions of Agreement for Consulting Services.

Phase	Fee	Expenses	Total Cost
Phase I: - Existing Conditions and Demand Projections	\$ 59,080.00	\$ 3,110.00	\$ 62,190.00
Phase II: - Preliminary Solitons and System Enhancements	\$ 28,000.00	\$ -	\$ 28,000.00
Phase III: - Beach Parking and Access Management Cost Model	\$ 15,000.00	\$ -	\$ 15,000.00
Phase IV: - Strategic Master Plan	\$ 25,000.00	\$ 500.00	\$ 25,500.00
Total	\$ 127,080.00	\$ 3,610.00	\$ 130,690.00

Mr. Taco Pope, AICP
 July 12, 2021
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PROJECT SCHEDULE

Walker is available to begin work upon receipt of written authorization to proceed. We estimate that the scope of work described above may be completed according to the following project schedule.

Phase:	#	Phase Name	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	
0	0	Award	X																	
1	1	Project Kick-off meeting with Nassau County project staff		X																
1	2	Review current market conditions and existing beach access points, parking resources, bicycle, and pedestrian resources		X																
1	3	Observe and verify public parking inventory for Amelia Island public beach and access areas.		X				X												
1	4	Conduct limited stakeholder focus group meetings. (wk. 2) Plan, program, and host one (1) open-house style public participation event on Amelia Island. (wk. 4)		X		X														
1	5	Conduct a supply and demand analysis based on current conditions.			X															
1	6	Project future demand to year 2045 in 5-year increments.					X													
1	7	Conduct a review of existing local studies, data, plans and legislation.					X	X												
1	8	Based on the above analysis, segment the island into sub-regions for micro-level supply/demand analysis.						X	X											
1	9	Develop draft summary of conditions and stakeholder focus group findings.		X	X	X	X	X	X											
1	10	Review conditions and stakeholder meeting results with County project team							X	X										
1	11	Project milestone #1: Finalize and deliver market conditions and stakeholder meeting findings								X										
2	1	Work with the County to establish a public beach parking and access program outline that will give an overview of parking and access goals, objectives, policies, and standards/controls.									X									
2	2	Review of beach condition amenities affecting nearby commercial activities and special events.										X								
2	3	Determine if additional inventory needs should be considered based on current conditions and projected demand analysis.											X							



Mr. Taco Pope, AICP
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Walker is committed to fully understanding your requirements for this project. If this proposal does not meet your requirements, we ask that you please bring it to our attention so that we can revise our scope of services to better address your specific requirements.

We thank you again for this opportunity!

Sincerely,

WALKER CONSULTANTS

A handwritten signature in black ink, appearing to read "Jim Corbett", written in a cursive style.

Jim Corbett, CAPP
Director
Planning, Operations, and Technology Studies

CC: Brian Preston PE, Managing Principal, Walker Consultants
Tom Szubka CAPP CPP, Senior Consultant, Walker Consultants



**GENERAL CONDITIONS OF AGREEMENT
FOR CONSULTING SERVICES**

SERVICES

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

Exhibit "1"

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2021

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com														
INSURED Walker Parking Consultants Engineers, Inc. Walker Consultants 4904 Eisenhower Blvd, Suite 150 Tampa FL 33634	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indem. Co of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of CT</td> <td style="text-align: center;">36170</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER D: XL Specialty Ins. Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indem. Co of America	25666	INSURER B: Travelers Indemnity Co. of CT	36170	INSURER C: Travelers Indemnity Co	25658	INSURER D: XL Specialty Ins. Co.	37885	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 21-22 #15 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6801J1254172147 6605N988754- FL 6801J1669102147- CA	05/23/2021	05/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input checked="" type="checkbox"/> Contractual Liability		MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> X, C, U		PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$ 2,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER						\$
C	AUTOMOBILE LIABILITY			BABR00910A21GRP	05/23/2021	05/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
				\$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP1D3197442147	05/23/2021	05/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000	X				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5K3205582147	05/23/2021	05/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9976004	05/23/2021	05/23/2022	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Walker Project #P21-051, 15-02569.00, Amelia Island Public Beach Parking and Access Study.

Nassau County is considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day

CERTIFICATE HOLDER bsimmons@nassaucountyfl.com Nassau County Attn: J. Brian Simmons 96135 Nassau Place Yulee, FM 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Cosgrove/SUNNY <i>Michael Cosgrove</i>
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COMMENTS/REMARKS

notice for nonpayment of listed policies.

Insured: Walker Parking Consultants Engineers, Inc.
 Policy No. 6801J1254172#7 6801J1669102#7, 6605N988754 Policy
 Period: 5/2 3/2 021-5/2 3/2 022

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS
 COVERAGE XTEND ENDORSEMENT**

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. 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.

- | | |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| A. Broadened Named Insured | K. Additional Insured - Lessor Of Leased Equipment |
| B. Incidental Medical Malpractice | L. Additional Insured State Or Political Subdivisions - Permits Relating To Premises |
| C. Reasonable Force Bodily Injury or Property Damage | M. Additional Insured State Or Political Subdivisions - Permits Relating To Operations |
| D. Non-Owned Watercraft- Increased To Up To 75 feet | N. Who Is An Insured - Newly Acquired Or Formed Organizations |
| E. Aircraft Chartered With Crew | O. Knowledge And Notice Of Occurrence Or Offense |
| F. Damage To Premises Rented To You | P. Unintentional Omission |
| G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion | Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract |
| H. Medical Payments - Increased Limit | R. Amended Insured Contract Definition - Railroad Easement |
| I. Increased Supplementary Payments | |
| J. Additional Insured - Owner, Manager Or Lessor Of Premises | |

PROVISIONS

A. BROADENED NAMED INSURED

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

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to 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

COMMERCIAL GENERAL LIABILITY

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "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.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:
- Sale of Pharmaceuticals
- "Bodily injury" or "property damage" arising out of the willful 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 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 the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".
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 first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.
- C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE
- The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
- a. Expected Or Intended Injury Or Damage
- "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 anyoneffionorproperty.

- D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET
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) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;
2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:
- 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:
- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;
3. 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 the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:
- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.
- E. AIRCRAFT CHARTERED WITH CREW
1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:
- This exclusion does not apply to an aircraft that is:
- (a) Chartered with crew to any insured;

COMMERCIAL GENERAL LIABILITY

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

2. 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 the insured for use of an aircraft that is:

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

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

COMMERCIAL GENERAL LIABILITY

G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

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

H. MEDICAL PAYMENTS- INCREASED LIMIT

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

7. Subject to 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 on the Declarations of this Coverage Part for Medical Expense Limit

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

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

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

- 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.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

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 limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal 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.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

The following is added to SECTION 11 - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

COMMERCIAL GENERAL LIABILITY

committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, 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 limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
 - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

- 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 organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the 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:

COMMERCIAL GENERAL LIABILITY

(1) Notice to us of such "occurrence" or of an 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 trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(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) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;

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, accident, or

health 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 Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

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

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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

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.

Walker Parking Consultants Engineers,
Inc. Policy#CJP1D3197442147
Policy Period: 5/23/2021-5/23/2022

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a 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" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed; subsequent to the execution of the contract or agreement.

Insured: Walker Parking Consultants Engineers, Inc.
 Policy No. 6801J1254172147, 6801J1669102147,
 6605N988754 Policy Period: 5/23/2021-5/23/2022

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional 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 available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.
4. The following definition is added to the DEFINITIONS Section:
"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
 - a. After you have signed that written contract;
 - b. While that part of the written contract is in effect; and
 - c. Before the end of the policy period.

Walker Parking Consultants Engineers,
Inc. Policy#CUP1D3197442147
Policy Period: 5/23/2021-5/23/2022

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "un-

derlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy: UB5K3205582147

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Walker Parking Consultants Engineers,
Inc. Policy#BAB R00910A21GRP
Policy Period: 5/23/2021-05/23/2022

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:

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.

- 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 and executed 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.

COMMERCIAL AUTO

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.

- | | |
|--------------------------------------------------------------|-------------------------------------------------------------------------|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE — INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE — GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

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 -

ERAGE - 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 LIMITED WORLDWIDE COV- "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.

COMMERCIAL AUTO

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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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 8.2., 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.