

CR #:

Date:

PO #: 2450349.000



City of Bellevue  
 Finance & Asset Management Department – Procurement Services  
 450 110th Ave. NE, Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

**Contract Title:** Real-Time Traffic Signal Safety Intervention (RTSSI) Project  
**Contract Description:** This contract is for project management and engineering support for Bellevue's RTSSI project. The project is part of the USDOT SMART grant project to deploy intelligent sensors and advanced traffic signal systems to improve intersection safety.  
**Total Contract Value:** \$349,561.40

#### This Amendment Value:

**Department:** 647 - Transportation  
**Contract Manager:** Daniel Lai  
**Contract Type:** Professional Service  
**Contract Form:** Custom contract document  
**Budget Expenditure:** Expenditure Contract - Sufficient Funds  
**Grant Funded?** If yes, please attach/e-mail copy of grant. Yes

---

#### Vendor Information:

<b>New Vendor?</b>	No	<b>COB License #:</b>	140306
<b>Vendor Name:</b>	Transpo Group USA, Inc.	<b>UBI #:</b>	603258009
<b>Vendor Email:</b>	kevin.collins@transpogroup.com		
<b>JDE Vendor Number:</b>	36488		
<b>Independent Contractor?</b>	No	<b>Contractor's Lic. #:</b>	

---

#### Contract Term:

<b>Original Effective Date:</b>	2024-12-23	<b>End Date:</b>	2026-04-30	Actual
<b>Subject To:</b>	One 2-year renewal			

---

#### Council Approval:

<b>Does this contract require council approval?</b>	No		
<b>Council Award Date:</b>		<b>Council Action:</b>	
			<b>Legislative #:</b>

**Route:** \_\_\_\_\_ **Approvers Name or Designee** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

Vendor Contact Name: Kevin Collins

Procurement Services: LaJerald Jackson  
Signed by LaJerald Jackson  
12/23/2024

Information Technology: Not Required

Legal Reviewer: Monica Buck Signed by Monica Buck 12/19/2024

Insurance Reviewed By: Pete Bourgeault  12/20/2024

Department Director: Andrew Singelakis Developed by Andrew Singelakis 12/24/2024

Return To: Daniel Lai

**City Clerk's Office:** \_\_\_\_\_

### **Related Contract Information:**

**Amendment/change order/renewal?** No

**Amendment #:**

**Amendment Effective Date:**

**Original PO #:**

**Original Contract Value:**

**Total Value of Previous Change Orders/Amendments:**

**This Change Order/Amendment Value:**

## Selection Method:

**Selection Method:** Advertised RFP/RFO

**Solicitation Issue Date:** 2024-08-30      **Solicitation Due Date:** 2024-09-20

**Length Bid/Proposal is valid for:**

**Bid/RFP/RFQ #:** 24074

**Bid/RFP/RFQ/ITQ Title:** Real-time Traffic Signal Safety Intervention (RTSSI) Project

<b>Quote#</b>	<b>Vendor Name</b>	<b>MWDBE</b>	<b>Fee/Cost</b>
1	Transpo Group USA, Inc.	No	

---

**Budget Information:**

Line #	Description	Account #	Subtotal	Tax	Total
1	PW-R-156	315680031-541100-9510	\$349,561.40	No	\$349,561.40

**Additional Comments:**

Signatory for Consultant: Kevin Collins kevin.collins@transpogroup.com

CR: \_\_\_\_\_ Date: \_\_\_\_\_ PO# & Loc: 2450349.000



City of Bellevue  
450 110th Ave. NE  
Bellevue, WA 98004

## **Professional Services Contract**

### **City of Bellevue Contract Identification Information:**

Contract Title: **Real-Time Traffic Signal Safety Intervention (RTSSI) Project**

This Contract is entered into between the **City of Bellevue, Washington ("CITY")** and **Transpo Group USA, Inc. - 12131 113th Ave NE, Suite 203. Kirkland, WA. 98034 ("CONSULTANT")**.

### **1. SERVICES BY CONSULTANT**

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale and in compliance with all standards, policies, and rules reasonably established by the City.
- B. Modification. The City periodically may make changes to the Services that are within the general scope of the Contract, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultants compensation hereunder shall be modified accordingly.

### **2. PAYMENT**

- A. The City will be paying the Consultant for such services:
  - Hourly Rate: \_\_\_\_\_ per hour, but not to exceed \_\_\_\_\_ plus all applicable taxes.
  - Fixed Sum: A total amount of: \_\_\_\_\_ plus all applicable taxes.
  - Other: **Hourly rates plus costs not to exceed \$349,061.40, see Attachment A-1 for fee schedule.** \_\_\_\_\_, plus all applicable taxes, for all services performed and expenses incurred under this Contract.
- B. The Consultant shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Consultant by mailing a City warrant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

### **3. DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance

prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification. Without limiting the foregoing, Consultant agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.

- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Contract, including where applicable Bellevue City Code 4.28.170.
- C. Violation of this Section 3 shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

#### **4. TERM AND TERMINATION OF CONTRACT**

- A. See Attachment "A" for term details.
- B. Rights Upon Termination. This Contract may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Contract shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the City and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent Consultant to sever that person's relationship with the City.

#### **5. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Contract whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Contract, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

#### **6. GENERAL ADMINISTRATION AND MANAGEMENT**

The director of the **Transportation** Department, or his/her designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

#### **7. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Consultant, its contractors, subcontractors, and/or the users of the Consultant's services and/or products, except for injuries and damages caused by the sole negligence of the City. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, directly caused by the sole negligence of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the

indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

D. The Consultant will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Contract, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

#### **8. INSURANCE; RISK OF LOSS**

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7A and 7D, above, to be named as additional insureds on the policy required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide the City with certificates of insurance and other supporting materials as the City reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

#### **9. INDEPENDENT CONTRACTOR**

A. Nature of Relationship. The Consultant shall be and act as an independent contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the City. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Contract in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Contract, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the City, the Consultant will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Consultant acknowledges that as an independent contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Contract. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Consultant's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Consultant to perform the

Consultant's obligations under the Contract. The City will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

## **10. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Contract.

## **11. GENERAL PROVISIONS**

- A. Governing Law; Forum. The Contract will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.
- B. Severability. If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Contract will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Contract.
- D. No Assignment. Neither the Contract nor any of the rights or obligations of the Consultant arising under the Contract may be assigned, without the City's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. City Marks. The Consultant will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. Notices. All notices and other communications under the Contract must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this Contract.
- G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. Counterparts. The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

## **12. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or Contracts, either written or oral with respect to such scope of work. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

## **13. INFORMATION SECURITY REQUIREMENTS**

Consultant may have access to City data or systems and shall comply with all requirements as set forth in Attachment "D".

## **14. SECURITY/BACKGROUND CHECKS**

- A. If requested by the City, the Consultant shall do all things necessary for the City to fully conduct security and/or background investigations on the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Contractor under this Agreement at a time and frequency as the City determines to be appropriate. Such investigations may include, but not be limited to, a criminal background check and fingerprinting. Failure to promptly comply with the required backgrounding process, and/or having insufficient qualified staff who have passed the backgrounding process, may result in immediate termination of the Contract at the City's election. Such termination will not result in any

costs, fees or liability to the City. In no case shall the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Consultant under this Agreement have access to facilities, records, or data files of the City, or vulnerable adults or children in City programs without prior written approval from the City.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

**Consultant:**

Signature:

DocuSigned by:  
Kevin Collins  
BE84AC64424C471...

Printed Name:

Kevin Collins

Title:

Managing Principal

Date:

12/19/2024

UBI #

603 258 009

Phone #

(425) 821-3665

**City of Bellevue:**

Signature:

DocuSigned by:  
Andrew Singelakis  
B3850A88437C418...  
Andrew Singelakis

Printed Name:

Andrew Singelakis

Department Director

Director of Transportation

Date:

12/24/2024

Approved as to form

By:

Signed by:  
Monica Buck  
Deputy City Attorney

**Attachment "A"**  
**Scope of Services & Compensation**

---

**1. The Services**

**1.1 General Description:**

Please refer to Attachment A-1 for a detailed scope of work

**1.2 Term of Contract:**

Consultant will begin providing services on, or about 12/16/2024, or upon contract execution effective as of the last date written, whichever is later, and will complete services on 3/31/2026, however, Consultant shall not initiate, or otherwise begin work on any services covered by this Contract until notification to proceed is provided by the City's designated personnel, as identified below.

**1.3 Renewal of Contract:**

City may exercise an option to renew the contract for a period of    term(s) of 2 year(s).

**1.4 Deliverable Items:**

**1.5 Designated Personnel:**

Consultant's main point of contact at the City will be Daniel Lai, or such other personnel as the City may designate from time to time.

**2. Compensation**

**2.1 Amount & Basis:**

Consultant will submit an invoice to City for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Consultant will furnish such itemized receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

## Attachment A-1—Scope of Work

City Name:	City of Bellevue
Project Name:	Bellevue Real-time Traffic Signal Safety Intervention (RTSSI)
Exhibit Dated:	November 13, 2024      TG: 1.24161.00

### Scope of Services

Transpo Group USA, Inc. ("Transpo") and its subconsultants will provide engineering services to the City of Bellevue ("City") for the Real-time Traffic Signal Safety Intervention (RTSSI) Stage 1 Project ("Project"). The Project's primary purpose is improving the safety of vulnerable road users, recognizing 61% of pedestrians and 54% of cyclist fatalities and serious injuries occur at Bellevue's signalized intersections. The five proposed countermeasures of the Project will reduce fatalities and collisions between vehicles and those that ride, walk, or experience mobility challenges. The Project will create a collaborative partnership with Crossroads, solution providers, City staff, University of Washington, public agency partners, and non-government organizations including the Insurance Institute for Highway Safety (IIHS) and AAA. Based on the results of Stage 1, Stage 2 will scale the proposed technologies across Bellevue and to the City of Tacoma, verify interoperability amongst different signal control systems, and quantify safety improvements across multiple operational environments.

The Scope of Work includes the following tasks:

- Task 01 – Project Management and Coordination
- Task 02 – Support for Stakeholder Meetings/Workshops
- Task 03 – Support for Public Engagement
- Task 04 – Support for USDOT Quarterly Reports
- Task 05 – Implementation Plan

Transpo and its team of subconsultants are together referred to as "CONSULTANT" in the following scope of services.

### **Task 01—Project Management and Coordination**

The CONSULTANT will leverage multiple project management and communication tools to document roles and responsibilities, track near-term action items and critical milestones, and facilitate an inclusive and transparent environment to reduce risk and promote intersection safety innovations.

#### **Subtask 1.1: Project Meetings**

The CONSULTANT assumes up to forty (40) internal consultant and external City project management meetings 1-hour in length, which includes time to prepare meeting agendas and meeting minutes. It is assumed that the CONSULTANT Project Manager and up to two other staff and/or subconsultant staff will be present at these meetings.

##### **Subtask 1.1.1: Project Management Meetings**

The CONSULTANT will develop a Project Management Plan following a 2-week sprint scrum methodology paired with bi-weekly City project management meetings. On alternate weeks, the CONSULTANT task leads will meet internally to coordinate efforts and manage staff workload.

##### **Subtask 1.1.2: Technical Advisory Committee Meetings**

The Technical Advisory Committee (TAC) to provide transparency into project progress and seek feedback on deliverables. The CONSULTANT will work with the City to develop a participant register listing name, company/department, role on the Project, and contact information and invite proposed TAC members to the project kick-off. Follow-on TAC meetings could occur bi-monthly or be associated with deliverable review periods. Potential TAC members could include City staff, University of Washington, IIHS, and AAA, and optional attendees like the City of Tacoma, WSDOT, PSRC, and the USDOT.

#### **Consultant Assumptions**

- University of Washington will be treated as an extension of the CONSULTANT team and will participate in the bi-weekly, internal consultant project management meetings.

#### **Consultant Deliverables**

- Participant Register – complete 1 week after NTP

### **Subtask 1.2: Project Coordination**

The CONSULTANT will act as an extension of Bellevue staff, facilitating open and frequent communications amongst all project partners. The CONSULTANT will develop a Project Management Plan that incorporates best practices for a complex multi-partner project and work elements unique to the Project.

#### **Subtask 1.2.1: Stakeholder Coordination**

The CONSULTANT will facilitate vendor and City signal technician activities, such as equipment deployment plans, signal controller integration in bench and field test environments, and traffic signal cabinet modification documentation.

The CONSULTANT will work alongside City signal operations staff to monitor vendor deployed systems and data extraction. A signal system issues log will be used to coordinate City signal technician field activities with vendor support.

#### **Subtask 1.2.2: Partner Coordination**

CONSULTANT will organize and implement partner coordination as an extension of City staff. Partners include the University of Washington, IIHS, AAA, and the City of Tacoma.

#### **Subtask 1.2.3: Vendor Coordination**

After vendor contracting is complete, we'll coordinate vendor schedules with the overall project schedule and mitigate schedule delays due to equipment lead-times, traffic control needs, and bench and field testing by City signal technicians and operations staff.

#### **Consultant Assumptions**

The CONSULTANT or City will host a Sharepoint site with access privileges determined by the City. Through Sharepoint, the CONSULTANT will maintain project documents, project management meeting log, information provided by the City such as as-builts and vendor procurement documents, and project schedule. Additional considerations include a Teams channel for direct messaging with project partners.

#### **Consultant Deliverables**

- Project Management Plan – complete 2 weeks after Notice to Proceed (NTP)
- Project Sharepoint Site – establish 1 week after NTP

### **Subtask 1.3: Project Schedule**

The CONSULTANT will provide schedule updates on a quarterly basis. The project schedule will be developed in Microsoft Project showing tasks, deliverables, responsibilities, dependencies, and review periods. The schedule will detail City review periods.

#### **Consultant Assumptions**

- The CONSULTANT assumes a 12-month schedule from Notice to Proceed.
- Vendors will be responsible for providing deployment schedules which would then be inputted at a high-level into the overall project schedule.
- The City will provide the CONSULTANT Project Manager a Bellevue Office365 account.

#### **Consultant Deliverables**

- Project schedule, updated quarterly

#### **Subtask 1.4: Project Invoicing**

The CONSULTANT shall submit up to twelve (12) progress reports and invoices.

##### ***Consultant Deliverables***

- Monthly progress report and invoice.

#### **Task 02—Support for Stakeholder Meetings/Workshops**

The CONSULTANT will begin by developing a stakeholder engagement strategy in collaboration with the City. In the plan, the CONSULTANT will identify project goals and the people who can inform and further those goals. Together we will also identify the desired outcomes for different stakeholder meetings.

##### **Subtask 2.1: RTSSI Use Cases and User Needs Workshop**

The CONSULTANT shall facilitate a technical workshop to conceptualize the five use cases and desired performance metrics with participation from IIHS.

##### ***Consultant Deliverables***

- Agenda
- Workshop materials
- Meeting minutes

##### **Subtask 2.2: Performance Measurement Workshop**

As part of the Preliminary Implementation Plan (Subtask 5.1), the CONSULTANT shall facilitate a 2 hour online workshop to coordinate among solution provider data, data evaluation team, and the University of Washington.

##### ***Consultant Deliverables***

- Agenda
- Workshop materials
- Meeting minutes

##### **Subtask 2.3: City Council Study Session**

The CONSULTANT shall support the development of presentation material addressing project status and preliminary findings to gain council support and buy-in for Stage 2.

##### ***Consultant Deliverables***

- Study session materials

##### **Subtask 2.4: Intersection Safety Cohort**

The CONSULTANT shall participate in a peer-to-peer intersection safety cohort facilitated by Bellevue in coordination with USDOT and other similar SMART agencies.

##### ***Consultant Deliverables***

- Agenda
- Meeting minutes

#### **Task 03—Support for Public Engagement**

The CONSULTANT will support the City in bringing together and listening to the Crossroads community members who will be affected by and can inform the Project, particularly those who are considered vulnerable road users, such as aging populations, multi-generational households, and people living with mobility challenges.

##### **Subtask 3.1: Public Engagement Material**

The CONSULTANT will produce public engagement material per the City's direction.

**Consultant Deliverables**

- Public engagement material

**Subtask 3.2: Public Workshop**

The CONSULTANT will facilitate a public workshop in coordination with the City. The public workshop will include up to 8-hours of on-site workshop facilitation for two CONSULTANT staff.

**Consultant Deliverables**

- Workshop participation

**Task 04—Support for USDOT Quarterly Reports**

The CONSULTANT will develop content for the USDOT Quarterly Reports for City review and submission support.

**Subtask 4.1: USDOT Quarterly Reports**

The CONSULTANT will write up the progress of work elements for the previous quarter based on the work performed by the CONSULTANT, project partners (e.g. UW, IIHS, AAA), and by City staff. The following report sections will be written by the CONSULTANT to cover the SMART focus areas for this report:

1. Overall Status of the Project's Scope, Schedule and Budget;
2. Significant Activities and Accomplishments;
3. Unresolved and Significant Issues;
4. Top 10 Milestones (completion data and schedule performance); and
5. Planned Activities for the Next Quarter.

Since the SMART Quarterly Report is provided through a web portal, the CONSULTANT shall provide the five sections above MS Word file – the City will then will be responsible for entering the contents and completing the submission on the USDOT web portal.

**Consultant Assumptions**

- The CONSULTANT assumes up to five (5) USDOT quarterly reports.

**Consultant Deliverables**

- Quarterly USDOT Report – allow time for City review prior to submission

**Task 05—Implementation Plan**

The CONSULTANT will support the City in developing an Implementation Plan, which will describe the Stage 1 activities that have been completed, the results and findings from that effort, the anticipated costs and benefits of an at-scale implementation in Stage 2, the challenges and lessons-learned, the Project's deployment readiness, and how the Project has met expectations – including advice to other communities who may be looking to deploy similar technologies or solve similar issues.

**Subtask 5.1: Preliminary Implementation Plan**

The Implementation Plan is one of the key deliverables at the conclusion of the Stage 1 Project, serving as an important evaluation element for USDOT's review in combination with the Stage 2 funding application. Section 2 (Proof-of-Concept Evaluation Findings) and Section 3 (Anticipated Costs and Benefits of At-Scale Implementation) of the Plan will answer the evaluation questions originally posed in the grant application and expand upon in the Evaluation Plan using the data and associated performance measures and targets identified in the Data Management Plan.

As part of this evaluation, the benefits and costs of the Stage 2 deployment will need to be described. As such, the Project will need to have collected enough meaningful data so that benefits can be quantified and costs for widespread deployment can be estimated. Benefits that are not quantifiable will be listed as supporting benefits. Given that the Project involves the testing of several technologies, the vendor

procurement, equipment installation and configuration, software integration, and testing will be key milestones that need to be carefully managed to ensure that the Project proceeds on schedule. Care will also be needed to ensure that these systems can provide data that is detailed and accurate enough for the evaluation.

Scalability and workforce development are two important aspects that need to be considered in the Plan. Scalability could take the form of future expansion to other areas of the City, as well as expansion to other similar or like-minded agencies. Workforce development will also need to be considered to ensure that adequate training and job-creation is accounted for to support the at-scale deployment. Additionally, USDOT SMART program staff highly value opportunities for unionized trades to be involved when possible. Addressing these three elements may require discussions with City stakeholders that include staff from Planning and Engineering, as well as those involved with operating and maintaining the system which may include unions.

The Implementation plan will be structured as follows:

1. Introduction and Project Overview
2. Proof-of-Concept Evaluation Findings
3. Anticipated Costs and Benefits of At-Scale Implementation
4. Challenges & Lessons Learned
5. Deployment Readiness
6. Wrap-Up

#### ***Consultant Assumptions***

- The City will review and provide comments within two weeks of received deliverable.
- UW will support this task through the Project with participation of a UW Resident Advisor who will support the evaluation of the RTSSI use cases.
- The Insurance Institute for Highway Safety (IIHS) has committed to providing staff support from a Senior Safety Engineer to evaluate the efficacy of the Dilemma Zone Protection project use case.

#### ***Consultant Deliverables***

- Preliminary Implementation Plan – submit for City review 11 months from beginning period of performance (Spring 2025). Note that this Preliminary Implementation Plan will be considered a “rough draft,” and there may be some subsections that will not be fully complete – where that is the case, a notation will be provided that summarizes what will be completed for that subsection for the Draft Implementation Plan (Task 5.2) later.

#### **Subtask 5.2: Draft Implementation Plan**

The CONSULTANT will incorporate comments received from the City on the Preliminary Implementation Plan. This is an optional task and can be enacted at the discretion of the City. No fee is provided in the agreement; however, a scope and fee may be added through a future supplement.

#### **Subtask 5.3: Final Implementation Plan**

The CONSULTANT will incorporate comments received from the USDOT on the Draft Implementation Plan. This is an optional task and can be enacted at the discretion of the City. No fee is provided in the agreement; however, a scope and fee may be added through a future supplement.



## **Attachment "B" Insurance Requirements**

---

The Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

### **A. Minimum Insurance:**

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

### **B. Additional Insurance:**

- Consultant's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

### **C. Self-Insured Retentions:**

Self-insured retentions must be declared to the City in writing.

### **D. Other Provisions:**

1. Commercial General Liability policies must be endorsed to:
  - a. Include the City, its officials, employees and volunteers as additional insureds,
  - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurer's notification to that effect.

### **E. Acceptability of Insurers:**

Insurance shall be placed with Insurers with an AM Best rating of A:VII or higher.

### **F. Verification of Coverage:**

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### **G. Subcontractors:**

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

## **Attachment "C"** **Equal Opportunity & Title VI Requirements**

---

### **Equal Opportunity Requirements Section -**

#### **General Instructions:**

**Applications:** The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.170 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year, or as requested by the City, must comply with these requirements.

**Affidavit:** Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Procurement Services Division.

**Compliance:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

**Noncompliance:** A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

**City contact:** The City's Compliance Office is the Procurement Services Manager, and specific questions pertaining to this section may be directed to the Procurement Services Manager at (425) 452-7876.

#### **Bellevue City Code Excerpt:**

Section 4.28.170 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year, or as requested by the City, are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Manager shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section."

#### **Interpretations:**

In order to more readily determine compliance with BCC 4.28.170, the following interpretations are provided:

**Requirement 1.** When a contractor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers

or trade journals of general circulation in the metropolitan Seattle area. When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

**Requirement 2.** When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

**Requirement 3.** If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

**Requirement 4.** If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.170.

#### **Affidavit of Title VI Compliance Section -**

##### **Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers**

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**Attachment "D"**  
**Information Security Requirements**

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

Consultants are required to protect City data per the following table:

<b>Critical</b>	<p>The most private and restricted type of data stored, processed or transmitted by the City (e.g. credit card data, individually identifiable health information, social security numbers). This type of data must be strictly monitored and controlled at all times.</p> <p>When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure Contract (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the City, its citizens, or business partners.</p>
<b>Confidential</b>	<p>Data that is private and restricted (e.g. detailed information about the City's security controls or computer network, citizen account information, employee performance reviews). This includes data which by statute is specifically exempted from public disclosure.</p> <p>Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task.</p> <p>When in electronic form, such data may be stored and transmitted in encrypted form. The data must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure Contract (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the City, its citizens, or business partners.</p>

of the City), the Contractor shall ensure that website, access control systems, and supporting Operating Systems and Applications are secure. At a minimum, this includes an annual review of all users with access to the systems, applications, and code provided by Contractor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Contractor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit City data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor agrees at reasonable times to provide to the City or to its assignees, the audit rights for all physical locations, systems or networks that store, process, or transmit data on behalf of the City, and will provide access to the independent security assessments within one (1) business day. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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).

PRODUCER  
AssuredPartners Design Professionals Insurance Services, LLC  
3697 Mt. Diablo Blvd Suite 230  
Lafayette CA 94549

CONTACT NAME: Robyn Catania

PHONE (A/C, No, Ext): 360-626-9535

FAX (A/C, No):

E-MAIL:

ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Beazley Insurance Company Inc

37540

INSURER B: Travelers Property Casualty Company of America

25674

INSURER C: HARTFORD INSURANCE COMPANY

38288

INSURER D: The Travelers Indemnity Company of Connecticut

25682

INSURER E:

INSURER F:

INSURED  
Transpo Group USA, Inc.  
12131 113th Ave NE, Suite 203  
Kirkland, WA 98034  
425 821-3665

License# 6003745

TRANGRO-08

**COVERAGEs****CERTIFICATE NUMBER:** 290002870**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> XCU Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:	Y	Y	6805H922543	1/1/2024	1/1/2025	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		
							\$		
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3R390266	1/1/2024	1/1/2025	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP4F625338	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000	
						AGGREGATE	\$ 5,000,000		
							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N  N/A	Y	57WECZS7222	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE 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 Claims Made Form			C1D535240801	1/1/2024	1/1/2025	\$5,000,000 \$5,000,000	Per Claim Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TG Project Number/Name: #24161.00 / Bellevue SMART Stage 1 --

City of Bellevue is named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION** 30 Day Notice of Cancellation

City of Bellevue  
PO Box 90012  
Bellevue WA 98009

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

**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 and executed 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 an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this 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".

POLICY NUMBER 6805H922543

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 12/19/2024

**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, on this Coverage Part, provided that such written contract was signed and executed 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 an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this 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.

## 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**:

- 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.

Policy: BA3R390266

COMMERCIAL AUTO

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**  
**MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

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".

**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.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**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 executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



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

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 57WECZS7222

**Effective Date:** 01/01/2024

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

Transpo Group USA, Inc.

Kirkland, WA 98034

**Endorsement Number:**

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

**INDEX**

<b>SUBJECT</b>	<b>PAGE</b>	<b>SUBJECT</b>	<b>PAGE</b>
<b>SECTION I</b>	2	B. Part One Does Not Apply	3
<b>PARTS ONE and TWO</b>	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
<b>PART - THREE</b>	2	E. West Virginia	3
02 How This Insurance Works	2	<b>EXTENDED OPTIONS</b>	4
<b>PART - SIX</b>	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose	4
04 Cancellation	2	Hazards	
05 Liberalization	2	03 Waiver of Our Right to Recover from	4
<b>SECTION II</b>	2	Others	
<b>VOLUNTARY COMPENSATION INSURANCE</b>	2	04 Foreign Voluntary Compensation	4
06 Voluntary Compensation Insurance	2	A. How This Reimbursement Applies	4
A. How This Insurance Applies	2	B. We Will Reimburse	4
B. We Will Pay	2	C. Exclusions	4
C. Exclusions	3	D. Before We Pay	5
D. Before We Pay	3	E. Recovery From Others	5
E. Recovery From Others	3	F. Reimbursement For Actual Loss	5
F. Employers' Liability Insurance	3	Sustained	
<b>EMPLOYERS' LIABILITY STOP GAP</b>	3	G. Repatriation	5
<b>ENDORSEMENT</b>	3	H. Endemic Disease	5
07 Employers' Liability Stop Gap	3	05 Longshore and Harbor Workers'	5
Coverage	3	Compensation Act Coverage	
A. Stop Gap Coverage Limited to	3	Endorsement	
Montana, North Dakota, Ohio,		<b>SECTION III</b>	6
Washington, West Virginia and		01 Schedule of Covered States	6
Wyoming			

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. **We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and**
- E. **We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE)** is replaced by the following:

#### We Will Also Pay

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

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

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. **How This Insurance Applies of Part 3 (Other States Insurance)** is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 6. Voluntary Compensation Insurance

##### A. How This Insurance Applies

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

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

- C. **Transfer Of Your Rights and Duties of Part 6 (Conditions)** is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Cancellation

Paragraph 2. of D. **Cancellation of Part 6 (Conditions)** is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

#### 5. Liberalization

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

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### **B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **D. Before We Pay**

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

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

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

#### **E. Recovery From Others**

If we make a recovery from others, we will

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

#### **F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

##### **7. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

**Item 3.B. of the Information Page** is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
----------------------------------	------------------	----------------------

<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>
---------------------------------	------------------	---------------------

<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>
---------------------------------	------------------	----------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

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

### 3. Waiver of Our Right To Recover From Others

**A.** 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

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

**B.** This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

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

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

#### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## SECTION III

### 1. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.
  
- C. Schedule of Covered States:

- B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by \_\_\_\_\_  
Authorized Representative



Number of Project Name

Rate schedule is effective from June 29, 2024 through June 27, 2025

Miscellaneous Expenses:		Amount
	Description	Cost
1	Federal Express (1/2 hour)	\$0
2	Gas	\$0
3	Fax	\$0
4	Postage	\$0
5	Draft account fees	\$0
6	Photocopying	\$0
7	Cloud Apparatus (initial)	\$200
8	Cloud Apparatus (monthly)	\$0
9	Gas	\$0
10	Gas	\$0
11	Gas	\$0
12	Gas	\$0
13	Gas	\$0
14	Gas	\$0
15	Gas	\$0
16	Gas	\$0
17	Gas	\$0
18	Gas	\$0
19	Gas	\$0
20	Gas	\$0
21	Gas	\$0
22	Gas	\$0
23	Gas	\$0
24	Gas	\$0
25	Gas	\$0
26	Gas	\$0
27	Gas	\$0
28	Gas	\$0
29	Gas	\$0
30	Gas	\$0
31	Gas	\$0
32	Gas	\$0
33	Gas	\$0
34	Gas	\$0
35	Gas	\$0
36	Gas	\$0
37	Gas	\$0
38	Gas	\$0
39	Gas	\$0
40	Gas	\$0
41	Gas	\$0
42	Gas	\$0
43	Gas	\$0
44	Gas	\$0
45	Gas	\$0
46	Gas	\$0
47	Gas	\$0
48	Gas	\$0
49	Gas	\$0
50	Gas	\$0
51	Gas	\$0
52	Gas	\$0
53	Gas	\$0
54	Gas	\$0
55	Gas	\$0
56	Gas	\$0
57	Gas	\$0
58	Gas	\$0
59	Gas	\$0
60	Gas	\$0
61	Gas	\$0
62	Gas	\$0
63	Gas	\$0
64	Gas	\$0
65	Gas	\$0
66	Gas	\$0
67	Gas	\$0
68	Gas	\$0
69	Gas	\$0
70	Gas	\$0
71	Gas	\$0
72	Gas	\$0
73	Gas	\$0
74	Gas	\$0
75	Gas	\$0
76	Gas	\$0
77	Gas	\$0
78	Gas	\$0
79	Gas	\$0
80	Gas	\$0
81	Gas	\$0
82	Gas	\$0
83	Gas	\$0
84	Gas	\$0
85	Gas	\$0
86	Gas	\$0
87	Gas	\$0
88	Gas	\$0
89	Gas	\$0
90	Gas	\$0
91	Gas	\$0
92	Gas	\$0
93	Gas	\$0
94	Gas	\$0
95	Gas	\$0
96	Gas	\$0
97	Gas	\$0
98	Gas	\$0
99	Gas	\$0
100	Gas	\$0
101	Gas	\$0
102	Gas	\$0
103	Gas	\$0
104	Gas	\$0
105	Gas	\$0
106	Gas	\$0
107	Gas	\$0
108	Gas	\$0
109	Gas	\$0
110	Gas	\$0
111	Gas	\$0
112	Gas	\$0
113	Gas	\$0
114	Gas	\$0
115	Gas	\$0
116	Gas	\$0
117	Gas	\$0
118	Gas	\$0
119	Gas	\$0
120	Gas	\$0
121	Gas	\$0
122	Gas	\$0
123	Gas	\$0
124	Gas	\$0
125	Gas	\$0
126	Gas	\$0
127	Gas	\$0
128	Gas	\$0
129	Gas	\$0
130	Gas	\$0
131	Gas	\$0
132	Gas	\$0
133	Gas	\$0
134	Gas	\$0
135	Gas	\$0
136	Gas	\$0
137	Gas	\$0
138	Gas	\$0
139	Gas	\$0
140	Gas	\$0
141	Gas	\$0
142	Gas	\$0
143	Gas	\$0
144	Gas	\$0
145	Gas	\$0
146	Gas	\$0
147	Gas	\$0
148	Gas	\$0
149	Gas	\$0
150	Gas	\$0
151	Gas	\$0
152	Gas	\$0
153	Gas	\$0
154	Gas	\$0
155	Gas	\$0
156	Gas	\$0
157	Gas	\$0
158	Gas	\$0
159	Gas	\$0
160	Gas	\$0
161	Gas	\$0
162	Gas	\$0
163	Gas	\$0
164	Gas	\$0
165	Gas	\$0
166	Gas	\$0
167	Gas	\$0
168	Gas	\$0
169	Gas	\$0
170	Gas	\$0
171	Gas	\$0
172	Gas	\$0
173	Gas	\$0
174	Gas	\$0
175	Gas	\$0
176	Gas	\$0
177	Gas	\$0
178	Gas	\$0
179	Gas	\$0
180	Gas	\$0
181	Gas	\$0
182	Gas	\$0
183	Gas	\$0
184	Gas	\$0
185	Gas	\$0
186	Gas	\$0
187	Gas	\$0
188	Gas	\$0
189	Gas	\$0
190	Gas	\$0
191	Gas	\$0
192	Gas	\$0
193	Gas	\$0
194	Gas	\$0
195	Gas	\$0
196	Gas	\$0
197	Gas	\$0
198	Gas	\$0
199	Gas	\$0
200	Gas	\$0
201	Gas	\$0
202	Gas	\$0
203	Gas	\$0
204	Gas	\$0
205	Gas	\$0
206	Gas	\$0
207	Gas	\$0
208	Gas	\$0
209	Gas	\$0
210	Gas	\$0
211	Gas	\$0
212	Gas	\$0
213	Gas	\$0
214	Gas	\$0
215	Gas	\$0
216	Gas	\$0
217	Gas	\$0
218	Gas	\$0
219	Gas	\$0
220	Gas	\$0
221	Gas	\$0
222	Gas	\$0
223	Gas	\$0
224	Gas	\$0
225	Gas	\$0
226	Gas	\$0
227	Gas	\$0
228	Gas	\$0
229	Gas	\$0
230	Gas	\$0
231	Gas	\$0
232	Gas	\$0
233	Gas	\$0
234	Gas	\$0
235	Gas	\$0
236	Gas	\$0
237	Gas	\$0
238	Gas	\$0
239	Gas	\$0
240	Gas	\$0
241	Gas	\$0
242	Gas	\$0
243	Gas	\$0
244	Gas	\$0
245	Gas	\$0
246	Gas	\$0
247	Gas	\$0
248	Gas	\$0
249	Gas	\$0
250	Gas	\$0
251	Gas	\$0
252	Gas	\$0
253	Gas	\$0
254	Gas	\$0
255	Gas	\$0
256	Gas	\$0
257	Gas	\$0
258	Gas	\$0
259	Gas	\$0
260	Gas	\$0
261	Gas	\$0
262	Gas	\$0
263	Gas	\$0
264	Gas	\$0
265	Gas	\$0
266	Gas	\$0
267	Gas	\$0
268	Gas	\$0
269	Gas	\$0
270	Gas	\$0
271	Gas	\$0
272	Gas	\$0
273	Gas	\$0
274	Gas	\$0
275	Gas	\$0
276	Gas	\$0
277	Gas	\$0
278	Gas	\$0
279	Gas	\$0
280	Gas	\$0
281	Gas	\$0
282	Gas	\$0
283	Gas	\$0
284	Gas	\$0
285	Gas	\$0
286	Gas	\$0
287	Gas	\$0
288	Gas	\$0
289	Gas	\$0
290	Gas	\$0
291	Gas	\$0
292	Gas	\$0
293	Gas	\$0
294	Gas	\$0
295	Gas	\$0
296	Gas	\$0
297	Gas	\$0
298	Gas	\$0
299	Gas	\$0
300	Gas	\$0
301	Gas	\$0
302	Gas	\$0
303	Gas	\$0
304	Gas	\$0
305	Gas	\$0
306	Gas	\$0
307	Gas	\$0
308	Gas	\$0
309	Gas	\$0
310	Gas	\$0
311	Gas	\$0
312	Gas	\$0
313	Gas	\$0
314	Gas	\$0
315	Gas	\$0
316	Gas	\$0
317	Gas	\$0
318	Gas	\$0
319	Gas	\$0
320	Gas	\$0
321	Gas	\$0
322	Gas	\$0
323	Gas	\$0
324	Gas	\$0
325	Gas	\$0
326	Gas	\$0
327	Gas	\$0
328	Gas	\$0
329	Gas	\$0
330	Gas	\$0
331	Gas	\$0
332	Gas	\$0
333	Gas	\$0
334	Gas	\$0
335	Gas	\$0
336	Gas	\$0
337	Gas	\$0
338	Gas	\$0
339	Gas	\$0
340	Gas	\$0
341	Gas	\$0
342	Gas	\$0
343	Gas	\$0
344	Gas	\$0
345	Gas	\$0
346	Gas	\$0
347	Gas	\$0
348	Gas	\$0
349	Gas	\$0
350	Gas	\$0
351	Gas	\$0
352	Gas	\$0
353	Gas	\$0
354	Gas	\$0
355	Gas	\$0
356	Gas	\$0
357	Gas	\$0
358	Gas	\$0
359	Gas	\$0
360	Gas	\$0
361	Gas	\$0
362	Gas	\$0
363	Gas	\$0
364	Gas	\$0
365	Gas	\$0
366	Gas	\$0
367	Gas	\$0
368	Gas	\$0
369	Gas	\$0
370	Gas	\$0
371	Gas	\$0
372	Gas	\$0
373	Gas	\$0
374	Gas	\$0
375	Gas	\$0
376	Gas	\$0
377	Gas	\$0
378	Gas	\$0
379	Gas	\$0
380	Gas	\$0
381	Gas	\$0
382	Gas	\$0
383	Gas	\$0
384	Gas	\$0
385	Gas	\$0
386	Gas	\$0
387	Gas	\$0
388	Gas	\$0
389	Gas	\$0
390	Gas	\$0
391	Gas	\$0
392	Gas	\$0
393	Gas	\$0
394	Gas	\$0
395	Gas	\$0
396	Gas	\$0
397	Gas	\$0
398	Gas	\$0
399	Gas	\$0
400	Gas	\$0
401	Gas	\$0
402	Gas	\$0
403	Gas	\$0
404	Gas	\$0
405	Gas	\$0
406	Gas	\$0
407	Gas	\$0
408	Gas	\$0
409	Gas	\$0
410	Gas	\$0
411	Gas	\$0
412	Gas	\$0
413	Gas	\$0
414	Gas	\$0
415	Gas	\$0
416	Gas	\$0
417	Gas	\$0
418	Gas	\$0
419	Gas	\$0
420	Gas	\$0
421	Gas	\$0
422	Gas	\$0
423	Gas	\$0
424	Gas	\$0
425	Gas	\$0
426	Gas	\$0
427	Gas	\$0
428	Gas	\$0
429	Gas	\$0
430	Gas	\$0
431	Gas	\$0
432	Gas	\$0
433	Gas	\$0
434	Gas	\$0
435	Gas	\$0
436	Gas	\$0
437	Gas	\$0
438	Gas	\$0
439	Gas	\$0
440	Gas	\$0
441	Gas	\$0
442	Gas	\$0
443	Gas	\$0
444	Gas	\$0
445	Gas	\$0
446	Gas	\$0
447	Gas	\$0
448	Gas	\$0
449	Gas	\$0
450	Gas	\$0
451	Gas	\$0
452	Gas	\$0
453	Gas	\$0
454	Gas	\$0
455	Gas	\$0
456	Gas	\$0
457	Gas	\$0
458	Gas	\$0
459	Gas	\$0
460	Gas	\$0
461	Gas	\$0
462	Gas	\$0
463	Gas	\$0
464	Gas	\$0
465	Gas	\$0
466	Gas	\$0
467	Gas	\$0
468	Gas	\$0
469	Gas	\$0
470	Gas	\$0
471	Gas	\$0
472	Gas	\$0
473	Gas	\$0
474	Gas	\$0
475	Gas	\$0
476	Gas	\$0
477	Gas	\$0
478	Gas	\$0
479	Gas	\$0
480	Gas	\$0
481	Gas	\$0
482	Gas	\$0
483	Gas	\$0
484	Gas	\$0
485	Gas	\$0
486	Gas	\$0
487	Gas	\$0
488	Gas	\$0
489	Gas	\$0
490	Gas	\$0
491	Gas	\$0
492	Gas	\$0
493	Gas	\$0
494	Gas	\$0
495	Gas	\$0
496	Gas	\$0
497	Gas	\$0
498	Gas	\$0
499	Gas	\$0
500	Gas	\$0

Subconsultants:	Comments:	Billing Cost
1. Preferred Analyst		\$0
2.		\$0
3.		\$0
4.		\$0
5.		\$0

**TOTAL ESTIMATE**

137/141

## EXHIBIT

<b>Cambridge Systematics, Inc.</b> <b>3 Bethesda Metro Center</b> <b>Bethesda, MD 20814</b> <b>Actuals Not to Exceed Table</b> <b>City of Bellevue - RTSSI</b>					
Job Classifications	Name	Direct Labor	Overhead	Fixed Fee	All Inclusive Hourly
		Rate	230.90%	10%	Billing Rate
		NTE	NTE		NTE
Project Manager	Alice Marecek	\$67.31	\$155.42	\$22.27	\$245.00
Principal-in-Charge	Peter Rafferty	\$91.88	\$212.15	\$30.40	\$334.43
Senior Technical Advisor	Krista Jeannotte	\$98.32	\$227.02	\$32.53	\$357.87
Senior Technical Advisor	Brian Hoeft	\$74.52	\$172.07	\$24.66	\$271.25
Senior Analyst	Sogand Karbalaieali	\$64.18	\$148.19	\$21.24	\$233.61
Mid-Level Analyst	Gui Leao	\$47.64	\$110.00	\$15.76	\$173.40
Mid-Level Analyst	Lia Yakumithis	\$52.21	\$120.55	\$17.28	\$190.04
Mid-Level Analyst	Yeshasvi Mahadev	\$57.69	\$133.21	\$19.09	\$209.99
Junior Analyst	Taraneh Ardalan	\$40.38	\$93.24	\$13.36	\$146.98
Junior Analyst	Charly Gutierrez	\$37.69	\$87.03	\$12.47	\$137.19
Junior Analyst	Jyoti Das	\$40.87	\$94.37	\$13.52	\$148.76

EXHIBIT

<b>DKS Associates</b> <b>720 SW Washington Street, Suite 500</b> <b>Portland, OR 97205</b> <b>Actuals Not to Exceed Table</b> <b>City of Bellevue - RTSS1</b>					
<b>Job Classifications</b>	<b>Name</b>	<b>Direct Labor</b>	<b>Overhead</b>	<b>Fixed Fee</b>	<b>All Inclusive Hourly</b>
		<b>Rate</b>	<b>194.27%</b>	<b>10%</b>	<b>Billing Rate</b>
		<b>NTE</b>	<b>NTE</b>		<b>NTE</b>
Principal L7	Brian Chandler	\$98.74	\$191.83	\$29.06	\$319.63

## EXHIBIT

<b>Envirolssues, Inc.</b> <b>101 Stewart Street, Ste 1200</b> <b>Seattle, WA 98101</b> <b>Actuals Not to Exceed Table</b> <b>City of Bellevue - RTSSI</b>					
<b>Job Classifications</b>	<b>Name</b>	<b>Direct Labor</b>	<b>Overhead</b>	<b>Fixed Fee</b>	<b>All Inclusive Hourly</b>
		<b>Rate</b>	<b>159.89%</b>	<b>12%</b>	<b>Billing Rate</b>
		<b>NTE</b>	<b>NTE</b>		<b>NTE</b>
Senior Associate	Willow Russell	\$63.90	\$102.17	\$19.93	\$186.00
Senior Associate	Wayne Flowers	\$61.84	\$98.88	\$19.29	\$180.00
Associate III	Keu (David) Han	\$56.00	\$89.54	\$17.46	\$163.00

## EXHIBIT

<b>Transpo Group USA, Inc.</b> <b>12131 113th Ave NE #203</b> <b>Kirkland, WA 98034</b> <b>Actuals Not to Exceed Table</b> <b>City of Bellevue - RTSSI</b>					
Job Classifications	Name	Direct Labor	Overhead	Fixed Fee	All Inclusive
		Rate	166.38%	10%	Billing Rate
		NTE	NTE		NTE
Principal L7	Mark Jensen	\$122.60	\$203.98	\$32.66	\$359.24
Engineer L7	Brett Schock	\$93.75	\$155.98	\$24.97	\$274.70
Engineer L5	Karl Typolt	\$84.13	\$139.98	\$22.41	\$246.52
Engineer L5	Justin Chan	\$75.00	\$124.79	\$19.98	\$219.76
Engineer L4	Damani Nkeiruka	\$61.06	\$101.59	\$16.27	\$178.92
Analyst L3	Bahar Azin	\$49.04	\$81.59	\$13.06	\$143.70
Technical L3	Nathan Jones	\$48.56	\$80.79	\$12.94	\$142.29
Analyst L2	Nathan Ha	\$44.71	\$74.39	\$11.91	\$131.01
Analyst L2	Tori Kim	\$44.71	\$74.39	\$11.91	\$131.01
Director L6	Jane Jessen	\$87.98	\$146.38	\$23.44	\$257.80
Proj Admin L5	Anissa Corea	\$66.83	\$111.19	\$17.80	\$195.82
Proj Admin L4	Ivy Renfroe	\$55.29	\$91.99	\$14.73	\$162.01
Proj Admin L4	Cameron Duncan	\$51.92	\$86.38	\$13.83	\$152.13