DATE: July 11, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Amendment No. 4 to Agreement No. 19-224 with UrbanTrans Consultants, Inc.

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve Amendment No. 4 to Agreement No. 19-224 with UrbanTrans Consultants, Inc., increasing the compensation by an amount not to exceed Three Hundred Fifty-One Thousand Nine Hundred and Thirty Dollars ($351,930) and extending the term of the agreement by one (1) year (Landside Access Modernization Program Revenue); and

2. Approve an additional five percent (5%) City-controlled and directed contingency of Seventeen Thousand Five Hundred and Ninety-Seven Dollars ($17,597).

BACKGROUND:
In 2017, the City and Los Angeles World Airports (LAWA) completed negotiations for the LAWA Specific Plan Amendment Study (SPAS) and California Environmental Quality Act (CEQA) Environmental Impact Report (EIR). A Memorandum of Understanding (MOU) approved between the City and LAWA required LAWA to provide funding to the City for the development of a Transportation Demand Management (TDM) Program and an Intelligent Transportation System (ITS) Program. This included $2,000,000 for a TDM pilot ride program. TDM programs are directed at influencing mode, frequency, route, length, and time of vehicle travel to minimize negative effects, such as traffic and air pollution. Program examples include ride-share programs, bike riding incentives, and financial incentives to alleviate solo driving during peak times.

On June 25, 2019, the City Council approved a one-year agreement (Agreement No. 19-224) with UrbanTrans Consultants, Inc. (Consultant) for professional services in the development of a Pilot Shuttle Service (Attachment No. 1). The agreement included an option for four one-year renewals in one-year increments. The agreement was approved for $351,930 plus a five percent (5%) contingency of $17,597, for a total amount not to exceed $369,527.

On July 28, 2020, the City Council members approved Amendment No. 1 to Agreement No. 19-224, extending the term by one year (with the option of three additional one-year renewals). The amendment was approved for an additional agreement amount of $351,930 for a two-year agreement total not to exceed $721,457 (Attachment No. 2).
On June 22, 2021, the City Council approved Amendment No. 2 to Agreement No. 19-224, extending the term by one year (with the option of two additional one-year renewals). The amendment was approved for an additional $369,527 for a three-year agreement total not to exceed $1,090,984 (Attachment No. 3).

On May 17, 2022, the LAWA Board of Airport Commissioners discussed the success of the Iride Inglewood pilot program and voted to approve establishing an escrow account, setting up an annual funding schedule to last until 2027. Subsequently, on June 14, 2022, the City Council approved a Memorandum of Agreement (MOA) with LAWA to establish an escrow account to receive an additional $8,661,000 for the TDM Program.

On July 19, 2022, the City Council approved Amendment No. 3 to Agreement No. 19-224, extending the term by one year (with the option of one additional one-year renewal). The amendment was approved for an additional $351,930 for a four-year agreement total not to exceed $1,442,914 (Attachment No. 4).

The proposed Amendment No. 4 will extend Agreement No. 19-224 by one additional year and authorize additional compensation of up to $351,930 for a five-year agreement total not to exceed $1,794,844 (Attachment No. 5). Accordingly, the Consultant agrees to a renewal with standard revisions to the July 2022 rates.

**DISCUSSION:**
During the fourth year of Agreement No. 19-224, the following major milestones have been attained:

- Successful transition from a pilot program to a full program beginning in the summer of 2022.
- Completion of over 44,000 customer rides.
- Demonstration of reductions in Greenhouse Gas Emissions (GHG) and Vehicle Miles Traveled (VMT).
- Implementation of program delivery that sustained reduced average passenger commute times from over 60 minutes to 20 minutes while demonstrating increasing ridership trends.
- Establishment of equitable customer service updates intended to provide more opportunities for users who wish to engage with the service in ways other than through the mobile app.
- Demonstration of outstanding service availability with no significant downtime.
- Persistence of high levels of customer satisfaction, fostering customer loyalty, positive word-of-mouth, strong brand, and enabling continuous improvement.

The Consultant has played an integral part in the coordination between the City and LAWA for the TDM Program. The Consultant successfully executed its duties and established the program as a vital component of the City's Mobility Plan.
Approval of the proposed amendment will ensure continued program development and provide low-cost, efficient, and reliable transportation for the City’s residents who commute to LAX.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no impact on the General Fund. The TDM Program is funded from Landside Access Modernization Program revenue per terms of the MOU and MOA between the City and LAWA.

The Fiscal Year 2022-2023 adopted Budget appropriations are adequate for the proposed amendment through the current fiscal year under Fund 224 account number 224.060.6100.44860 (Landside Access Modernization Prog Reven-Public Works-Transportation Demand Management- Contract Services-Public Works).

Appropriations will be requested in the Fiscal Year 2023-2024 Budget to continue services in the next fiscal year. Agreement expenditures are estimated to average approximately $30,794 per month and, in no case, shall exceed the amended agreement total of $1,794,844 over five years. The actual amount of disbursement per month, and through the term of Agreement No. 19-224, shall be determined by the Public Works Director or his designee.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement No. 19-224
Attachment No. 2: Amendment No. 1
Attachment No. 3: Amendment No. 2
Attachment No. 4: Amendment No. 3
Attachment No. 5: Amendment No. 4
Attachment No. 6: Consultant Statement to Continue Services

PREPARED BY:
Peter Puglese, P.E., Principal Traffic Engineer
Rae Aldridge, Management Assistant to the Director
Robert M. Braden, Management Consultant
Jamal Brown, Program Specialist

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:  
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO.: 19-224

THIS AGREEMENT is made and entered into this 25th day of June, 2019, by and between the CITY OF INGLEWOOD ("City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and URBANTRANS CONSULTANTS, INC. ("Consultant") a Colorado corporation with a corporate number of C3499513 and a place of business located at 1543 Champa Street, Suite 201, Denver, Colorado 80202.

RECITALS

WHEREAS, as of July 2018, there were approximately 3,050 City of Inglewood (City") residents who work on site at the Los Angeles International Airport ("LAX"); and

WHEREAS, the City desires to develop and provide a shuttle service that offers commuter assistance to the City’s residents, who are employed by or tenants of LAX; and

WHEREAS, the goal of the services is to reduce traffic on city streets by reducing automobile trips between the City and LAX; and

WHEREAS, the shuttle program is a key element of the Transportation Demand Management Program (the "TDM") pursuant to a Memorandum of Understanding between the City and Los Angeles World Airports ("LAWA"); and

WHEREAS, the initial phase of the TDM is referred to as a pilot program and includes the development of a pilot shuttle service; and

WHEREAS, the City seeks a qualified TDM consultant to assist with the pilot program development, operation and management; and

WHEREAS, the selected TDM consultant will report to the City’s Program Manager (the “CPM”); and

WHEREAS, the CPM will be the City’s primary point of contact with the selected TDM consultant, and with stakeholders including LAX and LAW; and

WHEREAS, on December 11, 2018, the City issued a Request for Proposals ("RFP-D126") to qualified consultants; and

WHEREAS, on January 30, 2019, the City received proposals from three consultants and after a thorough review, the Consultant was selected as the most qualified; and
WHEREAS, the Consultant represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement; and

WHEREAS, Consultant holds itself out as capable and competent to provide such consulting services as the City requires.

NOW, THEREFORE, the City and the Consultant (hereinafter collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

Consultant shall:

1. Provide transportation management services as provided in Exhibit "1," the Project Workplan, pages 28 – 40, inclusive, located in the Consultant’s proposal; and Exhibit “2,” Addendum “A,” dated January 17, 2019; and Exhibit “3,” RFP-0126, “Transportation Demand Management Program Consultant,” dated January 30, 2019, in a professional manner. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of a conflict, ambiguity or inconsistent language, the descending order of precedence shall be:
   a. This Agreement shall prevail over Exhibit “1,”
   b. Exhibit “1” shall prevail over Exhibit “2,”
   c. Exhibit “2” shall prevail over Exhibit “3.”

2. Not deviate from Exhibit “4,” Fee Proposal and breakdown of Hours and Rates for various Construction Management and Inspection services.

3. Provide all labor, office space, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.

4. Ensure that all personnel engaged by Consultant to perform the services contemplated by this Agreement shall be properly licensed.

5. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.
6. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

ARTICLE 2 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 – TERM

The Term of this Agreement shall be for one year (1) with the possibility of four (4) one-year renewal options, as solely determined by the City. Should the City choose to exercise a one-year renewal option(s) it may be with both the selected TDM Consultant and the selected shuttle operator, or with only one of them. The term of this Agreement shall run from the date first written above.

ARTICLE 4 – COMPENSATION

1. Consultant shall be paid, pursuant to Exhibit “4,” a not-to-exceed amount of three hundred fifty-one thousand nine hundred and thirty dollars ($351,930) for work faithfully performed and may be compensated an additional not-to-exceed contingency fee of seventeen thousand five hundred and ninety-seven dollars ($17,597) or five percent (5%) of the contract price for a total not-to-exceed amount of three hundred sixty-nine thousand five hundred and twenty-seven dollars ($369,527).

2. Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

3. Fees in Article 4 of this Agreement represent full compensation for Consultant’s services rendered and include all compensation for any expenses incurred by Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.
4. Consultant shall invoice City within ten (10) working days after the termination of this Agreement. City shall pay Consultant in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Consultant's invoices.

5. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. project code number and title;
   e. description of services billed under this invoice;
   f. position title and hours worked;
   g. total amount for invoiced services;
   h. total amount billed to date;
   i. total amount remaining on the Agreement, and total Agreement amount.

6. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

7. Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

8. Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Consultant, and Consultant shall have no claim against the City for reimbursement.
ARTICLE 5 – TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CITY:
Yvonne Horton,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONSULTANT:
Aaron Gaul,
Director
Urbantrans Consultants, Inc.
811 Wilshire Boulevard, Suite 1950
Los Angeles, California 90017

WITH COPY TO:
Public Works Director,
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS
Corporation Service Company dba Lawyers Incorporating Service (1592199)
2710 Gateway Oakes Drive Suite 150N
Sacramento, California 95833

Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify City in writing within ten (10) calendar days of such designation. Notwithstanding any contrary language in this Agreement, changes, modifications, updates or amendments to any name, title or address in this Article shall not require City Council action.
ARTICLE 7—INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the 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 Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

1. Insurance Service Office Commercial General Liability coverage (occurrence form CG 00 01 11 85 or 11 88).
2. Insurance Service Office Form Number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto).
3. California and Employer’s Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to the Consultant’s profession.

Minimum Limits of Insurance

Consultant shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (including General Liability (including operations, products and completed operations)): $1,500,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,500,000 per accident for bodily injury or property damage.
3. Employer’s Liability: $1,500,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: $1,500,000 per claim.
a. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

c. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

d. A copy of the claims reporting requirements must be submitted to the City for review.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy (forms CG 20 10 11 85 or CG 20 26 11 85).
2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the City by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted.

Verification of Coverage

Consultant shall furnish the City of Inglewood with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney’s Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

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

ARTICLE 8 – INDEMNIFICATION

Consultant shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees
arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of Consultant’s work.

ARTICLE 9 – AUDIT

Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at City’s address indicated for receipt of notices in this Agreement.

ARTICLE 10 – BOOKS AND RECORDS

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged
to City pursuant to this Agreement. Any and all such documents or records shall be
maintained in accordance with generally accepted accounting principles and shall be
sufficiently complete and detailed so as to permit an accurate evaluation of the services
provided by Consultant pursuant to this Agreement. Any and all such documents or records
shall be maintained to the extent required by laws relating to audits of public agencies and
their expenditures.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

All documents provided by the City to the Consultant to assist in the provision of the services
contemplated by this Agreement, as well as all documents prepared, developed or discovered
by the Consultant in the course of providing any services pursuant to this Agreement including
but not limited to plans, drawings, sketches, original studies, surveys, reports, data, notes,
computer files, files and all other documents are and shall remain the sole property of the City
and may be used, reused or otherwise disposed of by the City without the permission of the
Consultant. Upon completion, expiration or termination of this Agreement, the Consultant
shall give the City all such documents, including but not limited to plans, drawings, sketches,
original studies, surveys, reports, data, notes, computer files, files and all other such
documents. All plans and specifications prepared under this Agreement shall become the
property of the City upon completion of the work or termination of the Agreement.

ARTICLE 12 – INDEPENDENT CONTRACTOR

Consultant enters into this Agreement as an independent contractor and not as an
employee of the City. Consultant shall have no power or authority by this Agreement to bind
the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with
this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Consultant are employees, agents, contractors or subcontractors of the
Consultant and not of the City. The City shall not be obligated in any way to pay any wage
claims or other claims made against Consultant by any such employees, agents, contractors, or
subcontractors, or any other person resulting from performance of this Agreement. City shall
not have the right to direct and control the manner and means in which the Consultant carries
out the work contemplated by this Agreement. City shall not train nor provide instruction to
the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 – NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Consultant which
will fulfill the duties and obligations imposed under this Agreement. In recognition of that
interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.

ARTICLE 14 – EQUAL EMPLOYMENT

Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, color,
religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
medical condition or marital status.

ARTICLE 15 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in
writing and signed by the Parties hereto.

ARTICLE 16 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any
court of competent jurisdiction, the same shall be deemed severable from the remainder of
the Agreement and shall in no way affect any other covenant or condition herein contained as
long as the invalid provision does not render the Agreement meaningless with regard to a
material term in which event the entire Agreement shall be void. If such condition, covenant,
or other provision shall be deemed invalid due to its scope or breadth, such provision shall be
deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 - WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this
Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
any party of any breach of the provisions of this Agreement shall not constitute a waiver of any
other provision, nor a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any work or services by Consultant shall not constitute
a waiver of any of the provisions of this Agreement.

ARTICLE 18 - ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties
with respect to the matters addressed therein and supersedes all other Agreements or
understandings, whether oral or written, entered into between the Consultant and the City
prior to the execution of this Agreement. No statements, representations or other
Agreements, whether oral or written, made by any party which are not embodied herein shall
be valid and binding unless in writing and duly executed by the Parties or their authorized
representatives.

ARTICLE 19 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of
the State of California. In the event of litigation between the Parties, venue in state trial courts
shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at
825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los
Angeles.

ARTICLE 20 - MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and
interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall be
construed against any party on the basis that the particular party is the drafter of any part of
this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has
signed and delivered at least one such counterpart, each counterpart shall be deemed an
original and, when taken together with the other signed counterparts, shall constitute one
Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of
convenience and for reference, and in no way define, limit, extend, or describe the scope of
this Agreement or any provision hereof.

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

CITY OF INGLEWOOD

James T. Butts, Jr
Mayor

URBANTRANS CONSULTANTS, INC.

Aaron Gaul,
Director

ATTEST:

Vonne Horton,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Attachment No. 2
THIS FIRST AMENDMENT TO AGREEMENT NO.: 19-224 is made and entered into this 28th day of July, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and URBANTRANS CONSULTANTS, INC., ("Consultant") a Colorado corporation with a corporate number of C3499513 and a place of business located at 1543 Champa Street, Suite 201, Denver, Colorado 80202.

RECEITALS

WHEREAS, on June 25, 2019, the Mayor and City Council members approved a one (1) year agreement for professional services with UrbanTrans Consultants, Inc., (Consultant) in the amount of $369,527; and

WHEREAS, during the first year of Agreement No.: 19-224 the following major milestones have been attained:

- Developed a visual identity system and branding for the service
- Coordinated and Collaborated with key external stakeholders and correlated services
- Performed qualitative and quantitative market research
- Developed the pilot project’s service design, functionality requirements and key performance indicators
- Developed a marketing plan for launch; and

WHEREAS, the Consultant has demonstrated exceptional performance and therefore recommends approval of the contract extension. Staff believes the recommended action will further the City’s vision to connect and move people across a multimodal transportation environment to support the City’s sustainable, world-class transformation; and

WHEREAS, the City and the Consultant now wish to continue their contractual relationship.

NOW THEREFORE, the City and the Consultant (hereinafter referred to collectively as the "Parties") hereto mutually agree as follows:

ARTICLE 1

The Consultant’s Scope of Services for Agreement No.: 19-224 shall be amended to
read: “In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):

a. Change orders and Amended Agreements (whichever occurs last);
b. This Amendment;
c. Exhibit 1;
d. Exhibit 2;
e. Exhibit 3.”

**ARTICLE 2**

The Term of this Agreement shall be extended one year (1) with the possibility of three (3) one-year renewal options, as solely determined by the City. Should the City choose to exercise a one-year renewal option(s) it may be with both the selected TDM Consultant and the selected shuttle operator, or with only one of them. The term of this Agreement shall run from the date first written above.

**ARTICLE 3**

As full and complete compensation for Consultant’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Agreement documents, the City will pay Consultant an additional amount of up to three hundred fifty-one thousand, nine hundred and thirty dollars (351,930) for all of Consultant’s direct and indirect costs to perform the work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. The total compensation approved to date for Agreement No.: 19-224 is seven hundred twenty-one thousand four hundred and fifty-seven dollars ($721,457) and is distributed as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original (includes 5% contingency)</td>
<td>$351,930 ($17,597)</td>
<td>$369,527</td>
</tr>
<tr>
<td>Amendment One</td>
<td>$351,930</td>
<td>$721,457</td>
</tr>
</tbody>
</table>

Except as changed by this Amendment One, all other terms and provisions of
Agreement No.: 19-224, its Exhibits and Attachments, shall remain unchanged and in full
force and effect.

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

CITY OF INGLEWOOD
INC.

URBANTRANS CONSULTANTS,

Jimmie T. Butts, Jr.
Mayor

Aaron Gaul,
Director

ATTEST:

Yvonne Horton,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Attachment No. 3
CITY’S ORIGINAL

Agreement No. 19-224

THIS SECOND AMENDMENT TO AGREEMENT NO.: 19-224 is made and entered into this 22nd day of June, 2021, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and URBANTRANS CONSULTANTS, INC., (“Consultant”) a Colorado corporation with a corporate number of C3499513 and a place of business located at 1543 Champa Street, Suite 201, Denver, Colorado 80202.

RECATALS

WHEREAS, on June 25, 2019, the Mayor and City Council members approved a one year agreement for professional services with UrbanTrans Consultants, Inc., (the “Consultant”); and

WHEREAS, during the first year of Agreement No.: 19-224 the following major milestones have been attained:

- Developed a visual identity system and branding for the service
- Coordinated and Collaborated with key external stakeholders and correlated services
- Performed qualitative and quantitative market research
- Developed the pilot project’s service design, functionality requirements and key performance indicators
- Developed a marketing plan for launch; and

WHEREAS, on July 28, 2020, the Mayor and City Council members approved Amendment One; and

WHEREAS, the City and the Consultant now wish to amend the Agreement for a second time.

NOW THEREFORE, the City and the Consultant (hereinafter referred to collectively as the “Parties”) hereto mutually agree as follows:

SECTION 1.

TERM

The Term of Agreement No.: 19-224 shall be extended to July 28, 2022, at 11:59 pm with the possibility of two (2) one-year renewal options, as solely determined by the City.
Should the City choose to exercise a one-year renewal operation it may be with both the selected TDM Consultant and the selected shuttle operator, or with only one of them.

SECTION 2.

COMPENSATION

As full and complete compensation for Consultant’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Agreement documents, the City will pay Consultant an additional amount of up to three hundred sixynine thousand five hundred twenty-seven dollars ($369,527) for all of Consultant’s direct and indirect costs to perform the work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. The total compensation approved to date for Agreement No.: 19-224 is the not-to-exceed amount of one million ninety thousand nine hundred and eighty-four dollars ($1,090,984) and is distributed as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original (Includes 5% contingency)</td>
<td>$369,527</td>
<td>$369,527</td>
</tr>
<tr>
<td>Amendment One</td>
<td>351,930</td>
<td>$721,457</td>
</tr>
<tr>
<td>Amendment Two</td>
<td>$369,527</td>
<td>$1,090,984</td>
</tr>
</tbody>
</table>

SECTION 3.

Except as changed by this Amendment Two and all previous Amendments and Exhibits, all other terms and provisions of Agreement No.: 19-224, its Exhibits and Attachments, shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
date and year first above written.

CITY OF INGLEWOOD

James A. Butts, Jr.,
Mayor

URBANTRANS CONSULTANTS,
INC.

Aaron Gaul,
Director

ATTEST:

Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Attachment No. 4
THIS THIRD AMENDMENT TO AGREEMENT NO.: 19-224 (the "Third Amendment") is made and entered into this ___19th___ day of July __________, 2022, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and URBANTRANS CONSULTANTS, INC., ("Consultant") a Colorado corporation with a corporate number of C3499513 and a place of business located at 1543 Champa Street, Suite 201, Denver, Colorado 80202.

RECITALS

WHEREAS, on June 25, 2019, the Mayor and City Council members approved a one (1) year agreement for professional services with UrbanTrans Consultants, Inc., (the "Consultant"); and

WHEREAS, on July 28, 2020, the Mayor and City Council members approved amendment one to Agreement No.: 19-224 extending the term one (1) year and adding additional compensation for professional services with the Consultant; and

WHEREAS, the City and the Consultant now wish to amend the Agreement for a third time.

NOW THEREFORE, the City and the Consultant (hereinafter referred to collectively as the "Parties") hereto mutually agree as follows:

SECTION 1.

TERM

The Term of Agreement No.: 19-224 shall be extended to July 28, 2023, at 11:59 pm with the possibility of one (1) one-year renewal option, as solely determined by the City. Should the City choose to exercise a one-year renewal operation it may be with both the selected TDM Consultant and the selected shuttle operator, or with only one of them.

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SECTION 2.

COMPENSATION

As full and complete compensation for Consultant’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Agreement documents, the City will pay Consultant an additional not-to-exceed amount of three hundred fifty-one thousand nine hundred and thirty dollars ($351,930) for all of Consultant’s direct and indirect costs to perform the work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. The total compensation approved to date for Agreement No.: 19-224 is the not-to-exceed amount of one million four hundred forty-two thousand nine hundred and fourteen dollars ($1,442,914) and is distributed as follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original (includes 5% contingency)</td>
<td>$369,527</td>
<td>$369,527</td>
</tr>
<tr>
<td>Amendment One</td>
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<td>Amendment Two</td>
<td>$369,527</td>
<td>$1,090,984</td>
</tr>
<tr>
<td>Amendment Three</td>
<td>$351,930</td>
<td>$1,442,914</td>
</tr>
</tbody>
</table>

SECTION 3.

The City, through its Public Works Director or designee, reserves an additional five percent (5%) not-to-exceed contingency amount of seventeen thousand five hundred ninety-seven dollars ($17,597), for additional services.

SECTION 4.

Except as changed by this Third Amendment and all previous Amendments and Exhibits, all other terms and provisions of Agreement No.: 19-224, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

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

CITY OF INGLEWOOD

James T. Butts Jr.
Mayor

URBANTRANS CONSULTANTS,
INC.

Aaron Gaul,
Director

Jodee Gray,
President

ATTEST:

Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
THIS FOURTH AMENDMENT TO AGREEMENT NO.: 19-224 (the “Fourth Amendment”) is made and entered into this _____ day of ________________, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and URBANTRANS CONSULTANTS, INC., (“Consultant”) a Colorado corporation with a corporate number of C3499513 and a place of business located at 1543 Champa Street, Suite 201, Denver, Colorado 80202.

RECITALS

WHEREAS, on June 25, 2019, the Mayor and City Council members approved a one (1) year agreement for professional services with UrbanTrans Consultants, Inc., (the “Consultant”); and

WHEREAS, the Mayor and City Council members approved various amendments to Agreement No.: 19-224 extending the term one (1) year and adding additional compensation for professional services with the Consultant; and

WHEREAS, the City and the Consultant now wish to amend the Agreement a fourth time extending the Term and increasing the not-to-exceed Compensation.

NOW THEREFORE, the City and the Consultant (hereinafter referred to collectively as the “Parties”) hereto mutually agree as follows:

SECTION 1.

TERM

The Term of Agreement No.: 19-224 shall be extended to July 28, 2024, at 11:59 pm.

SECTION 2.

COMPENSATION

As full and complete compensation for Consultant’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Agreement documents, the City will pay Consultant an additional not-to-exceed amount of three hundred fifty-one thousand nine hundred and thirty dollars ($351,930) for all of Consultant’s
direct and indirect costs to perform the work, including all labor, materials, supplies, 
equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment 
provisions in the General Conditions. The total compensation approved to date for 
Agreement No.: 19-224 is the not-to-exceed amount of One Million Seven Hundred Ninety-
Four Thousand Eight Hundred and Forty-Four Dollars ($1,794,844) and is distributed as 
follows:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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<td>Amendment Three</td>
<td>$351,930</td>
<td>$1,442,914</td>
</tr>
<tr>
<td>Amendment Four</td>
<td>$351,930</td>
<td>$1,794,844</td>
</tr>
</tbody>
</table>

SECTION 3.

The City, through its Public Works Director or designee, authorizes an additional not-
to-exceed contingency of five percent (5%) or Seventeen Thousand Five Hundred Ninety-
Seven dollars ($17,597).

SECTION 4.

Except as changed by this Fourth Amendment and all previous Amendments and 
Exhibits, all other terms and provisions of Agreement No.: 19-224, its Exhibits and 
Attachments, shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.,
Mayor

URBANTRANS CONSULTANTS,
INC.

______________________________
Aaron Gaul,
Director

______________________________
Joddie Gray,
President

ATTEST:

______________________________
Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

______________________________
Kenneth R. Campos,
City Attorney
# Certificate of Liability Insurance

**Date:** 8/16/2023

**Producer:**

**Name:** HUB International Insurance Services (COL)

**Address:** 2000 S. Colorado Blvd, Tower 2, Suite 150, Denver, CO 80222

**Contact:**

**Phone:** (303) 893-0300

**Fax:** (303) 893-0310

**Email:**

**INSCRIBER AFFORDING COVERAGE:**

**NAIC #:** 11000

**INSURER A:** Sentinel Insurance Company, Ltd.

**INSURER B:** Landmark American Insurance Company

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

## Coverages

### Certificate Number:

<table>
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<tr>
<th>INSCRIBER</th>
<th>INSURED</th>
<th>TYPE OF INSURANCE</th>
<th>AOC</th>
<th>INSD</th>
<th>UOC</th>
<th>LOC</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE</th>
<th>EXPIRATION</th>
<th>LIMITS</th>
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<tbody>
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<td></td>
<td></td>
<td>X</td>
<td></td>
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<td>8/1/2023</td>
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<tr>
<td>A</td>
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<td>Autonomous Liability</td>
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<td></td>
<td></td>
<td></td>
<td>34SBAI9973</td>
<td>8/1/2022</td>
<td>8/1/2023</td>
<td>2,000,000</td>
</tr>
<tr>
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<td>X</td>
<td>Umbrella Liability</td>
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<td></td>
<td>X</td>
<td></td>
<td>34SBAI9973</td>
<td>8/1/2022</td>
<td>8/1/2023</td>
<td>3,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles:

The City of Inglewood, its officers, officials, employees and volunteers are included as additional insureds under Business Liability on a primary basis as a participant in the city government operation. Each occurrence as defined in the policy shall be limited to 3,000,000.

## Certificate Holder

The City of Inglewood

One Manchester Blvd

Inglewood, CA 90301

**Authorized Representative:**

Michael Pan

**Signature:**

Date: 2023.06.20

10:10:28 -07'00'

**Michael Pan**

**Printed Name:**

**Digital Signature:**

**ACORD 25 (2016/03)**

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BUSINESS LIABILITY COVERAGE FORM

A. COVERAGES
   Business Liability
   Medical Expenses
   Coverage Extension - Supplementary Payments

B. EXCLUSIONS

C. WHO IS AN INSURED

D. LIABILITY AND MEDICAL EXPENSES
   LIMITS OF INSURANCE

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS
   1. Bankruptcy
   2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
   3. Financial Responsibility Laws
   4. Legal Action Against Us
   5. Separation Of Insurees
   6. Representations
   7. Other Insurance
   8. Transfer Of Rights Of Recovery Against Others To Us

F. OPTIONAL ADDITIONAL INSURED COVERAGES
   Additional Insurees

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

Beginning on Page

1
1
2
2
3
10
14
15
15
15
16
16
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18
20
BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

   Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

   We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

   b. This insurance applies:

   (1) To "bodily injury" and "property damage" only if:

   (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

   (b) The "bodily injury" or "property damage" occurs during the policy period; and

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

   (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
BUSESS LIABILITY COVERAGE FORM

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.
b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

BUSINESS LIABILITY COVERAGE FORM

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. - Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage";

(2) "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability
"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution
(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

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

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while afloat on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:
   (a) Body piercing (not including ear piercing);
   (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
   (c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including website design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A - coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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

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

BUSINESS LIABILITY COVERAGE FORM

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D - Limits Of Insurance.

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work";
(3) "Impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":
(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
(3) Arising out of a criminal act committed by or at the direction of the insured;
(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
(6) Arising out of the wrong description of the price of goods, products or services;
(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:
(a) Copyright;
(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or
(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:
(a) Advertising, broadcasting, publishing or telecasting;
(b) Designing or determining content of web sites for others; or
(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a, b, and c under the definition of "personal and advertising injury" in Section G. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:
(a) An "advertisement" for others on your web site;
(b) Placing a link to a web site of others on your web site;
(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
(d) Computer code, software or programming used to enable:
(i) Your web site; or
(ii) The presentation or functionality of an "advertisement" or other content on your web site;
(13) Arising out of a violation of any anti-trust law;
(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

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

r. Employment-Related Practices
"Bodily injury" or "personal and advertising injury" to:
(1) A person arising out of any:
   (a) Refusal to employ that person;
   (b) Termination of that person's employment; or
   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:
(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos
(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion
Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.
BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage
   We will not pay expenses for "bodily injury":
   a. **Any Insured**
      To any insured, except "volunteer workers".
   b. **Hired Person**
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. **Injury On Normally Occupied Premises**
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. **Workers' Compensation And Similar Laws**
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. **Athletics Activities**
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
   f. **Products-Completed Operations Hazard**
      Included with the "products-completed operations hazard".
   g. **Business Liability Exclusions**
      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
      However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property
Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die
Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary
Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization
Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred;
(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment
With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft
With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written
contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insureds.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises
(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
   (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
   (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors
(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   (a) In connection with your premises; or
   (b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
   (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
   (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions
(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
   (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party
(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   (a) In the performance of your ongoing operations;
   (b) In connection with your premises owned by or rented to you; or
   (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
      (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
      (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

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

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.
If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES

GENERAL CONDITIONS

1. Bankruptcy
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense
You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim
If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.
You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured
You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost
No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;
(2) Any partner, if you or an additional insured is a partnership;
(3) Any manager, if you or an additional insured is a limited liability company;
(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
(5) Any trustee, if you or an additional insured is a trust; or
(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.
BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws
   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us
   No person or organization has a right under this Coverage Form:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

6. Representations
   a. When You Accept This Policy
      By accepting this policy, you agree:
      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and

   (3) We have issued this policy in reliance upon your representations.
   b. Unintentional Failure To Disclose Hazards
      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance
   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:
   a. Primary Insurance
      This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
   b. Excess Insurance
      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
      (1) Your Work
         That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
      (2) Premises Rented To You
         That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
      (3) Tenant Liability
         That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
      (4) Aircraft, Auto Or Watercraft
         If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.
      (5) Property Damage To Borrowed Equipment Or Use Of Elevators
         If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.
(6) When You Are Added As An Additional Insured To Other Insurance
That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance
That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract
This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing
If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery
If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)
If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
F. OPTIONAL ADDITIONAL INSURED COVERAGE

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6 (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   a. In the performance of your ongoing operations; or
   b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor Of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

      This insurance does not apply to:

      (1) Any "occurrence" that takes place after you cease to lease that land; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional
BUSINESS LIABILITY COVERAGE FORM

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been relabeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured – Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor’s business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

Form SS 00 08 04 05

Page 19 of 24
BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a website that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;
   b. Sickness; or
   c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;

c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured’s responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:
   a. Stored as or on;
   b. Created or used on; or
   c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner or in connection with the Damage To Premises Rented To You limit described in Section D. - Liability and Medical Expenses Limits of Insurance.
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement; or
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:
BUSINESS LIABILITY COVERAGE FORM

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto";
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, on which are permanently mounted:
   (1) Power cranes, shovels, loaders, diggers or drills; or
   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
      (a) Snow removal;
      (b) Road maintenance, but not construction or resurfacing; or
      (c) Street cleaning;
   (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
e. Oral, written or electronic publication of material that violates a person's right of privacy;
f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   b. Does not include "bodily injury" or "property damage" arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
   a. Is not your "employee";
BUSINESS LIABILITY COVERAGE FORM

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

   (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
       (a) You;
       (b) Others trading under your name; or
       (c) A person or organization whose business or assets you have acquired; and

   (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

   (1) Work or operations performed by you or on your behalf; and

   (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

   (2) The providing of or failure to provide warnings or instructions.
CERTIFICATE OF LIABILITY INSURANCE

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
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT
NAME: 800-528-0365
PHONE
MAIL: INSURANCECERTS@LOCKTONAFFINITY.COM
ADDRESS

INSURED
URBANTRANS CONSULTANTS, INC.
1543 CHAMPA ST STE 201
DENVER, CO 80202-2879

INSURER(S) AFFORDING COVERAGE
INSURER A: Ace American Insurance Co. 22667
INCL B: 
INCL C: 
INCL D: 
INCL E: 
INCL F: 

COVERAGE

CERTIFICATE NUMBER:

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.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
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<td>CLAIMS-MADE</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td>CLAIMS-MADE</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>Mandatory in NH</td>
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<tr>
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<td>X</td>
<td>C51496632</td>
<td>10/1/2022</td>
<td>10/1/2023</td>
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</table>

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

30-DAY NOTICE OF CANCELLATION
WAIVER OF SUBROGATION IN FAVOR OF The City of Inglewood WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

THE CITY OF INGLEWOOD
ONE MANCHESTER BLVD
INGLEWOOD, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.
Workers' Compensation and Employers' Liability Policy

Named Insured
URBANTRANS CONSULTANTS, INC.
1543 CHAMPA ST STE 201
DENVER, CO 80202-2979

Endorsement Number

Policy Period
10/1/2022 TO 10/1/2023

Effective Date of Endorsement
10/1/2022

Issued By (Name of Insurance Company)
Ace American Insurance Co.

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.

G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Certificate Holder</th>
<th>E-Mail Address</th>
<th>Physical Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City of Inglewood</td>
<td></td>
<td>One Manchester Blvd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inglewood, CA 90301</td>
</tr>
</tbody>
</table>

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

[Signature]
Authorized Representative

WC 99 03 71 (01/11)
CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:
   The City of Inglewood
   One Manchester Blvd
   Inglewood, CA 90301

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED
Attachment No. 6
June 7, 2023

Mr. Louis Atwell
City of Inglewood
One West Manchester Blvd
Inglewood, CA 90301

Dear Mr. Atwell,

Thank you for the trust, partnership, and opportunity to continue our collaboration on the Iride Inglewood program. UrbanTrans Consultants Inc. (dba UrbanTrans North America) agrees to the City of Inglewood’s offer to exercise the option to extend our contract for one (1) year per Article 3 in Agreement #19-224. We look forward to another year of success for the program.

Please see associated updated rate sheet as requested.

<table>
<thead>
<tr>
<th>Jodie Gray</th>
<th>Aaron Gaul</th>
<th>Jossimar Fuentes</th>
<th>Ashley Jaberi</th>
<th>Matthew Kaufman</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Director</td>
<td>Principal</td>
<td>Senior Principal</td>
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<td>$274.08</td>
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<tr>
<th>Noe Solano</th>
<th>Ronald Soh</th>
<th>Robby Long</th>
<th>Kevin Luten</th>
<th>Patrick Haire</th>
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<tbody>
<tr>
<td>Senior Program Specialist</td>
<td>Graphic Designer</td>
<td>Planner</td>
<td>Senior Advisor</td>
<td>Digital Marketing Specialist</td>
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<tr>
<td>$95.90</td>
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*Any additional staff used on this project will be billed at their current rate.*

Thank you!

Aaron Gaul  
Director  
310-913-9635  
gaula@urbantrans.com