

**ATTACHMENT 3****CONTRACT FOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 18<sup>th</sup> day of September, 2024, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Hunden Partners  
Consultant

213 W Institute Place, Suite 707	Chicago	IL	60610
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)  
hereinafter referred to as "Consultant".

**WITNESSETH:**

A. WHEREAS, CITY desires to enter into this Agreement for Phase I Case Studies and Development Advisory Services, for development of the Family Entertainment Zone (FEZ).

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT****1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict

between Consultant's proposal or Consultant's attachments and the City's Contract and attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract 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 Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on June 30, 2025, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## **3. COMPENSATION:**

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Ninety-Five Thousand Dollars (\$95,000.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

**4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception

date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Toni Lundgren  
City Manager  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Rob Hunden  
CEO  
Hunden Partners  
213 W. Institute Place, Suite 707  
Chicago, IL 60610  
rob@hunden.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving

a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five ( ) qualified mediators. Each party shall the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

ATTEST:

By:

Cassandra Candini-Tilton, City Clerk



CITY OF MANTECA

By:

Toni Lundgren, City Manager

APPROVED AS TO FORM:

By:

Daniella Green, Assistant City Attorney

CONSULTANT

By:

Rob Hunden, CEO, Hunden Partners

EXHIBIT A

Consultant Proposal/Scope of Work

## FEZ Continued Advisory & Developer Solicitation Services

**To:** Barbara Harb, Economic Development Manager  
City of Manteca  
bharb@manteca.gov

**From:** Rob Hunden, CEO, Hunden Partners  
213 W Institute Place, Suite 707  
Chicago, IL 60610  
rob@hunden.com

**Date:** August 12, 2024

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The City of Manteca (Client) is engaging Hunden Partners (Hunden) to provide continued advisory services related to financial and development planning for the future destination development within the Family Entertainment Zone (FEZ or Project) in Manteca, California. Hunden will provide a phased scope of work that will guide the Client through the recommended next steps in the development planning and execution stages. Hunden will continue to work with Convergence Design (CD) to provide refinements to the development concept plan.

### Phase I: Case Study Trips and Development Advisory Services

**Case Study Trips.** Hunden will plan and facilitate up to three (3) case study trips to be attended by members of the Hunden team and Client team. These site visits will provide context for the FEZ and how it fits into the larger development landscape and provide valuable benchmarking metrics for the future development of the Project. Hunden will schedule a debrief meeting with the Client to summarize takeaways and implications for the FEZ once all site visits have been completed.

**Development Advisory Services.** As relevant and requested, Hunden will provide ongoing advisory services necessary to transition the project from research phase to development phase. These tasks will ensure a strong developer solicitation and selection process by providing the most up-to-date and accurate Project details.

Hunden's services may include:

- Participate in and lead virtual and in-person (as necessary) meetings and workshops with the Client and other Key Stakeholders,
- Provide guidance and input in creating a refined plan for the FEZ,
- Refine the development concept plan based upon discussions with Client following the Case Study Trips,
- Update financial projections as necessary,
- In collaboration with the Client's Financial Advisor/Finance Team, advise on funding options and finance plan for the Project,

- Advise on an implementation strategy and recommended next steps for the development of the Project,
- Advise on the most appropriate process for Client to engage a developer or other parties to provide for the design, construction, financing, and operation of the Project and its components. *This excludes the work related to the RFQ and RFP process necessary to select a master developer for the Project, which is provided in Hunden's Phase II scope of work, and*
- Assist with any other related economic development advisory work or analysis as requested by Client.

Note that the implementation strategy may include more than securing a master developer for the Project as outlined in Phase II. Hunden will prepare a separate proposal to assist Client with other work that may be necessary to deliver the entire Project.

## Phase II: Master Developer Solicitation and Selection Process

- Task 1 - Process Kickoff and Orientation
- Task 2 - Promotion of Mixed-Use Development Opportunity
- Task 3 - Creation of RFQ Document
- Task 4 - Management of Solicitation Process
- Task 5 - Review of the RFQ Submittals
- Task 6 - Creation of RFP
- Task 7 - Evaluations, In-Person Interviews and Rankings
- Task 8 - Term Sheet, Negotiations and Ongoing Advisory (billed hourly)

### Task 1: Process Kickoff and Orientation

Hunden Partners professionals will meet with the Client to confirm the goals of the process and other contextual issues related to the Project. Hunden will perform the following orientation and due-diligence-oriented tasks:

- Obtain information and data from the Client and the City of Manteca, as well as any other appropriate governmental agencies and stakeholders.
- Review the previously completed feasibility study and master plan update, and determine which elements of previous reports (or other materials) should be utilized (and updated as necessary) in the RFQ document, as appropriate.
- Review Hunden's similar efforts, discuss their attributes, implementation, and approach to determine lessons learned and implications.
- Discuss the marketing approach to the RFQ/P effort. Media/press releases can be very beneficial in aiding the promotion of the bidding process, if managed appropriately.
- Review Client-specific criteria that will need to be addressed in the RFQ/P process.

Hunden will also begin compiling a database of potential developers for marketing the Project opportunity in addition to our existing database of developers and development partner firms (architects, engineers, etc.) as appropriate.

## **Task 2: Promotion of Mixed-Use Development Opportunity**

Hunden will informally contact and create interest from top developers by promoting the project plan and opportunity, which will include meeting (virtually or in person) with interested parties to further educate, market, and encourage participation in the Request for Qualifications and Proposals process to attract the most qualified mixed-use development teams. The goal is to build national interest for the Project and advertise the upcoming bid solicitation process. Information gathered in these discussions may shape the nature of the specific development opportunity to be included in the solicitations to be issued later.

## **Task 3: Creation of RFQ Document**

Hunden will draft an RFQ document, to be reviewed and accepted by Client representatives. The RFQ document will include the following components:

- An overview of the development opportunity,
- Client Objectives, Project Scope, and Timeline,
- RFQ/P Process overview,
- Submission Requirements,
- Evaluation Criteria,
- Market information,
- Selected excerpts of Hunden's feasibility study
- Other conditions and disclosures as applicable.

Hunden will create a concise, sharp, professional RFQ document that will present the development opportunity in the best possible light. The RFQ is intended to promote the Project and to generate interest from a wide audience.

## **Task 4: Management of Solicitation Process**

Building upon the informal promotion of the opportunity in Task 2, Hunden will target relevant contacts in the development industry from our developer database that will be important for the RFQ distribution. Hunden will research the local/regional/national marketplace to identify additional developers who have worked on this type of project previously that should be made aware of the opportunity.

Hunden will then execute the following tasks to publish the opportunity:

- Post the RFQ document package for download on Hunden's website at [www.hunden.com/downloads](http://www.hunden.com/downloads). This process includes creation of a registration form that enables Hunden to track downloads and create a record of interested parties.

- Send the RFQ document package to the list of appropriate developer contacts in Hunden's database via email/PDF attachment.
- Promote the opportunity, including issuing a press release announcing the opportunity to maximize exposure regionally and nationally. Hunden will develop a targeted media list that identifies leading industry-specific websites for distribution, as well as issue via PR Newswire. Hunden will send *individual* emails to our database of dozens of developers and hundreds of related entities.

Reliable and **consistent communication** is important to ensure interested parties remain interested and follow through with RFQ submissions. As these requests are time-consuming, it is easy for many potential developers to not respond and focus on other less time-consuming opportunities. Hunden will act as the communication lead on behalf of the Client to ensure a strong response to the RFQ. Hunden will discuss the proposal process with potential respondents and represent the Client's best interests when doing so. In consultation with the Client, Hunden will set a deadline for submitting written questions or requests for clarification and will assist in responding to these written inquiries.

A **tour of the site** and surrounding area in Manteca will be conducted by Hunden and Client representatives for the benefit of the proposers. This will give the proposers a chance to ask questions, understand current and future conditions, and generally involve themselves more deeply in the process. Hunden will record all questions and answers during the tour and any related meetings. After the tour and the **Question & Answer Period**, Hunden will send an RFQ Amendment to the interested groups with answers to all questions posed to date.

## Task 5: Review of the RFQ Submittals

Hunden will review the RFQ submittals and compare them in a matrix memo summarizing the qualifications of the groups for each opportunity. Amongst other requested items, Hunden will assess:

- Firm/Team experience and qualifications,
- Firm/Team financial capability, stability, and resources,
- References for similar projects, and
- Others as appropriate.

Hunden will conduct reference checks and undertake procedures to verify information contained in the submittals.

Hunden suggests conducting Zoom interviews with certain proposers that are under consideration for the shortlist to meet and engage with those proposers prior to shortlisting for the RFP process. These interviews will allow for an informal and informational discussion about the proposer's perspective on the RFQ submittal and opportunity, which will help lead to the establishment of a more informed shortlist.

## Task 6: Creation of RFP

Hunden will create the RFP document based on the criteria determined with the Client.

Hunden will have been working on the RFP document during the prior tasks. The RFP should be ready prior to establishing the shortlist, which means the shortlisted groups would receive the RFP upon notification that they have been shortlisted. Hunden recommends that the shortlisted developers have approximately eight weeks to respond with their full proposals. Hunden will be available to communicate with the shortlisted groups to ensure complete proposals in response to the RFP.

## Task 7: Evaluations, In-Person Interviews and Rankings

Hunden will then collect the responses to the RFP and develop a summary document that puts the proposals and responses in a side-by-side comparison matrix. Each category of response will be evaluated, and conclusions drawn. Proposal contents may include the following elements:

- Complete development team,
- Physical development proposal,
- Proposed concept,
- Operations and management team,
- Project budget and financing plan and requested incentives, and
- Other information as may be requested.

Hunden will formulate a list of clarifications that may be requested for all or some of the proposers to clarify their RFP responses.

Based on the evaluations, Hunden and the Client may elect to interview all or some of the proposers based on a variety of factors. Hunden will advise the Client on best practices.

**Interviews.** Prior to determination of a final ranking, interviews and presentations should be conducted with the top-ranked respondents. While much knowledge can be gained from responses on paper, the Client will make its most well-informed decision after combining response information with presentation and question-and-answer clarifications with the top-ranked respondents via interviews of approximately 90 minutes each.

Hunden will plan and coordinate the finalist interviews with the Client and will communicate with teams about the expectations, logistics and other factors to prepare all parties for a thorough and efficient process.

After the interviews, Hunden suggests ranking the proposals with the objective of beginning negotiation with the highest-ranked proposer. In order for the Client to retain flexibility in negotiations, the respondents must know that if discussions with the first group are not successful, then the Client has the option to proceed to the second-ranked Developer. There may also be follow-up questions that Hunden asks the Developers after the interviews if a determination about a top-ranked group cannot be made.

## Task 8: Term Sheet, Negotiations and Ongoing Advisory (Billed Hourly)

Hunden will provide advice and consultation to the Client during negotiations with the selected company on a Term Sheet, followed by a definitive Development Agreement(s). This will be completed on an hourly basis.

Hunden will be your constant resource during this task and make recommendations regarding the negotiations. In addition, as requested, Hunden will serve as the Client's representative in meetings and discussions with the proposer, Client, attorneys, and other parties.

## Compensation

**Phase I: Case Study Trips and Development Advisory Services.** Hunden will plan, facilitate, and participate in the case study trips and provide ongoing development advisory services on an hourly basis for an amount not to exceed **\$75,000**. If, upon reaching the not-to-exceed fee, Hunden and the Client identify a need for further advisory services, Hunden will request an amendment. Hunden will bill the Client monthly for services provided until the not-to-exceed fee is reached, or until the agreement is amended or the services are superseded by another agreement.

CD will provide design refinements to the development concept plan which work will be provided on either a lump sum or hourly rate basis in an amount not to exceed \$10,000. Hunden will bill for this work as a reimbursable expense without markup.

Hunden will bill at our hourly rates for all time associated with the work. *Any travel or related research expenses will be billed at cost without markup and are outside the not-to-exceed fee set forth above.*

Hunden has established an allowance for travel expense in the amount of **\$10,000**. If the actual cost of travel exceeds \$10,000, Hunden may reduce its not-to-exceed fee cap to allow for reimbursement within the overall not-to-exceed fee and reimbursable expense total of **95,000**.

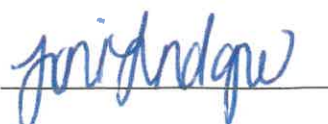
Expenses will be billed separately on a monthly basis.

For any Phase I services provided, Hunden will bill the Client according to the following hourly rates:

▪ Rob Hunden, President & CEO:	\$475
▪ Executive Vice President   Project Executive:	\$425
▪ Senior Project Manager:	\$395
▪ Project Manager   Analytics Manager:	\$375
▪ Research Director:	\$350
▪ Senior Analyst   Quality Control:	\$325
▪ Analyst:	\$275
▪ Administrative Staff:	\$150

Hourly rates are fixed through December 31, 2024, and subject to a three percent (3%) annual increase thereafter.

To authorize Phase I, sign here:



**Phase II: Master Developer Solicitation and Selection Process, Tasks 1-7.** Hunden proposes to complete Tasks 1-7 in the Phase II scope of work for a lump sum fee of **\$150,000**, inclusive of Hunden's research expenses and its time for services for two trips to Manteca for the developer site tour, the developer interviews and developer award discussions. The fees for additional trips will be billed at the hourly rates set forth above. *Any travel expenses will be billed at cost without markup and are in addition to the lump sum fee set forth above.* Expenses will be billed separately on a monthly basis.

For the Phase II services provided, Hunden will bill the Client according to the following payment schedule, broken out by milestone deliverables:

▪ Kickoff to Initiate Process:	\$37,500
▪ RFQ Document Issued:	\$37,500
▪ RFP Document Issued:	\$37,500
▪ Completion of Task 7:	\$37,500

**Task 8.** Any work completed during the Phase II negotiations task will be billed at the hourly rates identified above.

To authorize Phase II, sign here:



## Contractual Conditions

The following conditions apply to this engagement with you.

### CLIENT ACKNOWLEDGEMENTS.

1. The Client acknowledges their critical role in providing Hunden with project background and other requested and necessary/pertinent data items that only the Client has the capability of sharing in order to start the formal study timeline. Any delay in providing critical project on-site data will delay Hunden's process/deliverable.

Client Initial: \_\_\_\_\_

2. The Client acknowledges that these project types are often not commercially viable and typically require public funding upfront and/or annually to be sustained.

Client Initial: \_\_\_\_\_

**SCOPE LIMITATIONS.** Hunden's services do not include the following: any assistance with a bond marketing strategy; any assistance with the preparation or distribution of any official statement; or any advice on the municipal bond market. Hunden does not provide advice with respect to municipal financial

products or the issuance of municipal securities, including services with respect to the structure, timing, terms and other similar matters concerning such financial products or issues.

Hunden is not a municipal advisor and Hunden is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Registration and Regulation of Brokers and Dealers Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financing product or issuance of municipal securities. The Client is advised that any actual issuance of debt must be done under the advice of its bond counsel and financial advisors. Your financial advisor should provide any advice concerning the specific structure, timing, expected interest cost, and risk associated with any government loan or bond issue. Potential advisors should not rely on representations made in this report with respect to the issuance of municipal debt.

The findings and recommendations of Hunden's research will reflect an analysis of primary and secondary sources of information. Estimates and analyses presented in our work product will be based on data that are subject to variation. Hunden will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

The Client is entitled to receive the work product(s) prepared by Hunden pursuant to this Agreement. The Client has no right to access or deliverance of any underlying statistics, models, or any other information developed by Hunden in preparing the Report to which this Agreement pertains.

**REVISIONS.** Hunden will complete a maximum of two drafts of the report. The Client is expected to provide comments and edits on the draft report and those will be addressed by Hunden. Hunden's results may not always agree with the desires of the Client. Hunden will use its independent perspective and research to drive our results. Any revisions, questions, conversations, zooms or travel requested after two drafts (initial draft report, then final draft), will be billed at Hunden's hourly rates as outlined in this document. Payment on the final milestone will be required and an advance of \$2,500 on the hourly work that would be required by the Client or its designees, such as lenders and others.

**UPDATES.** Hunden has no responsibility to update its work product(s) for events and circumstances occurring after the date presented to the Client. Delayed invoice payments will result in the delay of deliverables for the next portion of work. If edits and comments are not received from the Client related to any prior deliverable within thirty (30) days of the delivery of the deliverable, the work product will be considered final, and the current billing will be sent and become due.

**TIMING OF DELIVERABLES.** The timeline for the study begins when the following have occurred: 1) receipt of first payment, 2) signing of this contract and 3) receipt of any Client materials related to the Project requested by Hunden.

**VIRTUAL PRESENTATIONS.** This contract is limited to up to three (3) virtual presentations of findings at the conclusion of the study. Fees for additional virtual presentations will be negotiated separately.

**BILLING.** Any past invoices must be paid prior to the delivery of the next Milestone Deliverable. If an invoice remains unpaid 30 days after it was emailed to the client, Hunden may without further obligation, cease the assignment and terminate the Agreement. All previous invoices will remain due. Any invoice unpaid after 30 days will accrue a 3% per month late fee. Any invoice unpaid after 90 days will result in legal action by Hunden to collect such invoice(s).

Failure by Hunden to assess late fees does not preclude Hunden from assessing late fees in the future.

**TRAVEL.** In the event that the Client chooses to alter, adjust or change dates/times of any Client-related trip after Hunden has booked and purchased travel arrangements, it shall be the responsibility of the Client to reimburse Hunden for any fees and fare/price differences associated with cancellation/change of travel arrangements.

**USE OF DELIVERABLE.** The Work Product is copyrighted and cannot be manipulated in any way beyond the format that it was provided to the Client.

**TERMINATION.** Notwithstanding the Billing language above, Hunden reserves the right to terminate this Agreement on fifteen (15) days written notice to Client should Client fail to satisfactorily perform its obligations under this Agreement. In the event Hunden terminates this Agreement, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Nothing contained herein shall constitute a waiver of Hunden's right to bring suit for damages or to enforce specific performance of this Agreement. In the event of termination of this Agreement by the Client, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Hunden further reserves the right to take any legal action necessary to enforce its rights under this Agreement. In the event Hunden is required to commence suit to collect any unpaid amounts due to it from Client, Client agrees to reimburse Hunden for its costs and attorneys' fees in bringing such suit.

It is agreed that the liability of Hunden to the Client is limited to the amount of the fees paid by client to Hunden.

Hunden limits its responsibility to the Client and any use of the study produced pursuant to this Agreement by third parties shall be at the risk of the Client and/or said third parties. By the execution of this Agreement, Client acknowledges that he/she/it has read and agrees to the terms and conditions of this Agreement and agrees to the inclusion of a standard set of General Assumptions and Limiting Conditions in the report. Additional conditions prompted by the discovery of extraordinary or unusual circumstances uncovered during the course of investigation may be added to the study assignment, if necessary.

**DISPUTES.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than non-payment of amounts due hereunder, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other applicable] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If this document meets with Client's approval, Client may accept this letter and authorize Hunden to proceed by signing below.

## Authorization

Accepted By:

Signature

A handwritten signature in blue ink, appearing to read "Joni Hodgson", written over a horizontal line.

Printed Name Toni Lundgren  
Title City Manager  
Company City of Manteca  
Date: 8/26/2024

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By:   
Rob Hunden, CEO, Hunden Partners

EXHIBIT C  
Payment Schedule



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2024

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

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

<b>PRODUCER</b> Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032	<b>CONTACT NAME:</b> Alan Schulte <b>PHONE (A/C, No, Ext):</b> (317) 846-5554 <b>E-MAIL ADDRESS:</b> aschulte@shepherdins.com <b>FAX (A/C, No):</b> (317) 846-5444																					
<b>INSURED</b> Hunden Strategic Partners, Inc 15185 Hawthorne Ln Suite 707 Lakeside MI 49116	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER B :</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C :</td><td>The Continental Insurance Co</td><td>35289</td></tr><tr><td>INSURER D :</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Underwriters Ins Co	30104	INSURER B :	Valley Forge Insurance Company	20508	INSURER C :	The Continental Insurance Co	35289	INSURER D :	Continental Casualty Company	20443	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

## COVERAGES

CERTIFICATE NUMBER: CL242222063

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		36SBAAF7H9Z	03/06/2024	03/06/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6020828538	03/13/2024	03/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBAAF7H9Z	03/06/2024	03/06/2025	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6020998933	03/13/2024	03/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Errors and Omissions			652205693	03/13/2024	03/13/2026	Limit: per occurrence 2,000,000 Aggregate limit 2,000,000

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

Automatic Additional Insured applies to General liability coverages on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions. Automatic Additional Insured applies to Umbrella coverage where required by written contract subject to policy terms, conditions & exclusions. Waiver of Subrogation applies to General Liability, Auto Liability, & Workers Compensation coverages where required by written contract subject to policy terms, conditions & exclusions. The coverage extensions referenced on this certificate are achieved through the following forms which are included on the policy & attached to this certificate: SL3032 06 21, SL 00 00 10 18, SL 30 18 10 18, SU 00 02 10 18, SU 00 06 10 18  
City of Manteca, its officers, officials, employees, agents, and volunteers are included as additional insureds as required by contract. A 30 Day Notice of Cancellation applies.

## CERTIFICATE HOLDER

## CANCELLATION

City of Manteca 1001 W. Center St.  Manteca CA 95337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Policy Change: Business Owner's Policy

**Policy Number:** 36 SBA AF7H9Z

**Policy Period:** 03/06/2024 to 03/06/2025

**Named Insured and Mailing Address:**

Hunden Strategic Partners, Inc,  
15185 HAWTHORNE LN,  
LAKESIDE, MI 49116

**Policy Change Number:** 029

**Policy Change Effective Date:** 08/29/2024,  
Effective hour is the same as stated in the  
Declarations Page of the Policy.

**Insurer:**

Hartford Underwriters Insurance Company, a  
property and casualty company of The  
Hartford

One Hartford Plaza, Hartford, CT 06155

**Name of Agent/Broker:**

SHEPHERD INSURANCE LLC  
111 CONGRESSIONAL BLVD 200  
CARMEL, IN 46032

**Code:** 36211367

**Coverage Parts Affected:**

Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is no change in premium.

\$0

\*Price is subject to fees and surcharges

**Countersigned by:**

*Susan L. Castaneda*

08/29/2024

Authorized Representative

Date



# Policy Change: Business Owner's Policy

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name:
City of Manteca , 1001 W CENTER ST, MANTECA, CA 95337

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Premium associated with this Policy Change has pro rata factor 0.517.



# Policy Change: Business Owner's Policy

**Policy Number:** 36 SBA AF7H9Z

**Policy Period:** 03/06/2024 to 03/06/2025

**Named Insured and Mailing Address:**

Hunden Strategic Partners, Inc,  
15185 HAWTHORNE LN,  
LAKESIDE, MI 49116

**Policy Change Number:** 030

**Policy Change Effective Date:** 08/29/2024,  
Effective hour is the same as stated in the  
Declarations Page of the Policy.

**Insurer:**

Hartford Underwriters Insurance Company, a  
property and casualty company of The  
Hartford

One Hartford Plaza, Hartford, CT 06155

**Name of Agent/Broker:**

SHEPHERD INSURANCE LLC  
111 CONGRESSIONAL BLVD 200  
CARMEL, IN 46032

**Code:** 36211367

**Coverage Parts Affected:**

Common  
Liability

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is no change in  
premium.

\$0

\*Price is subject to fees and surcharges

**Countersigned by:**

*Susan L. Castaneda*

08/30/2024

Authorized Representative

Date



# Policy Change: Business Owner's Policy

The schedule associated with Notice of Cancellation to Designated Certificate Holder has been revised and modifies your Liability coverage.

Part A: # of Days if cancelled for other than non-payment:	Part B: # of Days if cancelled for non-payment:	Part C: # of Days if cancelled by the insured:	Name of Certificate Holder:	Mailing Address:
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	The City of Burnaby	4949 Canada Way Burnaby, B.C. V5G 1M2
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Name of Certificate Holder:City of Greenville, Attn: Thomas Barnett, Director of Planning and Development Services	P.O. Box 7207 Greenville, NC 27835
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Name of Certificate Holder:Chatham County Attn: County Manager	Post Office Box 1809 Pittsboro, NC 27312
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Austin	PO Box 1088 , Austin , Texas 78767
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Portage	7900 South Westnedge Avenue, Portage, Michigan 49002
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Johnson City	601 E Main St Johnson City, TN, 37601
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Corpus Christi	P.O. Box 9277, Corpus Christi, Texas 78469
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Greely	1000 10th St, Greely, CO 80631
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Evanston	2100 Ridge Avenue , Evanston , Illinois 60201
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Goodyear	City Hall Front Desk 1900 N. Civic Square , Goodyear , Arizona 85395
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Stantec Consulting Services, Inc.	601 SW 2nd Avenue, Suite 1400 , Portland , Oregon 97204
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Alamance County	124 W. Elm Street , Graham , North Carolina 27253
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Manteca	1215 W CENTER ST STE 201 , MANTECA , CA 95337
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of El Cajon	200 CIVIC CENTER WAY , EL CAJON , CA 92020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE	
Number of Days Notice:	Name of Certificate Holder: City of Manteca
PART A: 30	
PART B: 10	
PART C: 30	Mailing Address: 1215 W CENTER ST STE 201 , MANTECA , CA 95337

This Policy is subject to the following additional conditions when a number of days are shown in the schedule for any of the above Parts.

- A. If this Policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in **Part A**.
- B. If this Policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in **Part B**.
- C. If this Policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in **Part C**.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term.

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



## **AMENDMENT - AGGREGATE LIMITS (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following changes are made to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:**

**1. The following provision is added to Paragraph 2. Aggregate Limits:**

The General Aggregate Limit under Section D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

**2. The following provision is added to Paragraph 2. Aggregate Limits:**

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

**B. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

**1. The following definition is added:**

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 20998933

Policy Effective Date: 03/13/2023

Policy Page: 39 of 59

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



## **BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY SUPPLEMENTAL POLICY**

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

**A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:**

- a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph a. above, the following additional exclusion applies:

- (1) 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, 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, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d. The insurance afforded to such "insured" only applies to the extent permitted by law.

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



## **GENERAL AGGREGATE LIMIT REVISION**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY SUPPLEMENTAL POLICY**

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Section **D. LIMITS OF INSURANCE**:

The General Aggregate Limit, shown in the Declarations, under Limits of Insurance, applies separately in excess of each General Aggregate Limit afforded by the Business Liability Coverage Part shown in the Extension Schedule of Underlying Insurance.

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



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**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 or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, 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 any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES 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**.

**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 Paragraphs (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;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit 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, 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, including:

    - (i) 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
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision 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 federal government, 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 in one of the categories or classes listed above in 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 performed by you or on your behalf;
  - (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, written agreement or permit 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, 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 architectural, engineering or surveying services, 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, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

POLICY #: 36SBAAF7H9Z



## BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

### QUICK REFERENCE

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- 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.

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 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 is 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 required in a written contract, written agreement or permit; 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 under this Coverage Part 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 under this Coverage Part 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 under this Coverage Part 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:

- (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 under this Coverage Part, 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 such 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 under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



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

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### **3. Legal action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this 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.

### **4. 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.

### **5. 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.

### **6. 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, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance 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 B. Exclusions.

**(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 B. Exclusions.

**(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.

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.

#### **7. 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. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
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. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained 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



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

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

This endorsement modifies insurance provided under the following:

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6020828538

Policy Effective Date: 03/13/2024

Policy Page: 45 of 99