

**FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT FIXED
ROUTE TRANSIT BETWEEN THE CITY OF REDONDO BEACH AND
PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS**

THIS FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT FIXED ROUTE TRANSIT ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Parking Concepts, Inc., a California Corporation dba Transportation Concepts ("Contractor").

WHEREAS, on May 5, 2020, the parties hereto entered into the Management Agreement for the Operation and Maintenance of Beach Cities Transit Fixed Route Transit between the City and Contractor (the "Agreement"); and

WHEREAS, the parties desire to extend the term for a two-year period and provide additional compensation for this extended term; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Exhibits "F-1" and "G-1" are attached and shall be incorporated herein by this reference. Section 1 of the Agreement shall be amended as follows.

Agreement. This Agreement consists of this document and all attached exhibits, which are incorporated herein by reference:

- a) Exhibit "A": FTA Required Contract Clause Certification and FTA Contract Clauses
- b) Exhibit "B": Scope of Work
- c) Exhibit "C": 2019 Request for Proposals
- d) Exhibit "D": Contractor's Proposal
- e) Exhibit "E": Insurance Requirements
- f) Exhibits "F" and "F-1": Cost Proposal
- g) Exhibits "G" and "G-1": Out of Contract Rates Directly Related to Federal, State or Local Emergencies
- h) Exhibit "H": Terms for Compliance with California Labor Law

Notwithstanding the foregoing, any language in Exhibit "B" and Exhibit "C" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement. In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then, in alphabetical order, the provisions of Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "F", Exhibit "F-1", Exhibit "G", Exhibit "G-1", and Exhibit "H". Exhibit "E" shall stand alone.

2. Section 3 of the Agreement shall be amended as follows.

Term of Agreement. The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2023 ("Base Term"), unless otherwise terminated herein.

The term of this Agreement shall be extended for one (1) additional two-year period, commencing on July 1, 2023 ("Option Period"). Thereafter, this Agreement may proceed month to month by a mutual written amendment executed by both parties and approved by City Council. However, in no event shall this Agreement continue beyond September 30, 2025.

3. Section 7 of the Agreement is modified and amended as follows.

Compensation and Method of Payment. For performance of such services City shall pay Contractor a not to exceed amount of \$12,128,019.64, for the Base Term and Year One of the Option Period (defined below) which shall constitute full and complete compensation for the Contractor's services under this Agreement based on the rates set forth in Exhibit "F" and Exhibit "F-1". In no event shall Contractor's compensation exceed \$12,128,019.64 for services performed during the Base Term and Year One of the Option Period. Said sum shall be paid for full performance of those services described in this Agreement and may be decreased for unsatisfactory performance of those services described herein. Said compensation shall be paid by the City out of the City's Proposition "A" Local Return funds, Formula Allocation Funds, and other transit funding which may include federal and state funding.

- a) Monthly Invoice. Contractor shall submit for the preceding month the Monthly Invoice on a form approved by the City listing the monthly fixed route and dial-a-ride Vehicle Revenue Hours provided and other related expenses. Contractor shall submit the Monthly Invoice, with the Monthly Operating Report on or before the 10th day of each month. City agrees to pay Contractor within 30 days of receipt of Contractor's invoice, unless City, in good faith, disputes any item in the invoice. In such event, City shall pay the amount not in dispute, and shall enter into good faith negotiations to resolve the disputed matter. In the event Contractor and City cannot resolve the dispute within 30 days, City in its sole discretion, shall decide the amount to be paid to Contractor.

b) Fee Structure. City agrees to pay Contractor based on a Fixed Fee and Fixed Hour Rate Fee Structure as follows.

i. Fixed Fee. Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Exhibit "B", Exhibit "F", and Exhibit "F-1".

ii. Fixed Hourly Rate. On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour as defined in Exhibit "B", operated during that month, within the authorized service levels specified in this agreement.

iii. Therefore, the City shall pay the following amounts:

(1) Base Term (36 months):

(a) Fixed Fee: During each month of the Base Term, the following monthly fee shall be payable to Contractor:

Year One: \$91,198.02

Year Two: \$95,062.34

Year Three: \$98,667.18

(b) Fixed Hourly Rate: During each year of the Base Term, the following Fixed Hourly Rate shall be payable to Contractor for each documented Vehicle Revenue Hour of service operated in Fixed Route and Dial-A-Ride service:

Year One: \$42.72

Year Two: \$44.53

Year Three: \$46.30

(2) Compensation in Option Period.

(a) Year One of the Option Period, July 1, 2023 – June 30, 2024 (12 months):

(1) Fixed Fee: During each month of Year One of the Option Period, the monthly fee amount of \$103,501.87 shall be payable to Contractor for a total annual amount of \$1,242,022.46 .

(2) Fixed Hourly Rate: During Year One of the Option Period, an amount equal to \$48.57 ("Revenue Vehicle Hours Rate") times the total number of Revenue Vehicle Hours of service operated in Fixed Route and Dial-A-Ride service during the First Option Year, subject to Section 8 of the Agreement.

- (b) Year Two of the Option Period, July 1, 2024 – June 30, 2025 (12 months):

Contractor's compensation will be negotiated between the parties, but in no event shall that compensation increase by more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

4. Section 8 of the Agreement is amended as follows:

Out-of-Contract Rate. Out-of-contract services will be provided by Contractor upon request by the City Transit Manager or designee, as described herein, and shall not be in violation of Federal Transit Administration, (FTA) Charter Regulations:

- a) Out of contract services, specifically directly arising out of any emergency declared by Federal, State or local agencies:
 - i. Non-driving services directly related to any emergency declared by Federal, State or local agencies, such as additional services beyond the requirements described in "Exhibit B", are subject to the rates set forth in Exhibit "G" and Exhibit "G-1". In the event these services are requested by the City, then Contractor shall perform such services at City's direction.
- b) Out of contract services, specifically driving services, the following subsections shall apply.
 - i. When out-of-contract services fall within normal service hours and City directs that normal operating personnel should be used to provide the out-of-contract services, such services shall be provided at the Vehicle Revenue Hour rate for that period during the Base Term or any Option Period, if exercised.
 - ii. Out-of-contract services falling outside normal operating hours (as defined in Exhibit "B") or otherwise not provided in Exhibit "B" or Exhibit "C", if requested by the City, shall be provided by the Contractor at a market rate not to exceed 120% of the regular Vehicle Revenue Hour Rate. Contractor shall bill City for any such extra services separately from Contractor's regular monthly invoice under this Agreement.
- c) The amount paid by the City for extra services pursuant to this Section 8 shall not be subject to the not to exceed compensation set forth in Section 7. However, in no event shall the amounts paid under subsections (a) and (b) in the aggregate exceed \$1,000,000.

The amount paid by the City for extra services pursuant to this Section 8 shall not be subject to the not to exceed compensation set forth in Section 7. However, in no event shall the amounts paid under subsections (a) and (b) in the aggregate exceed \$1,000,000.

5. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of May, 2023.

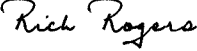
CITY OF REDONDO BEACH,
a chartered municipal corporation

PARKING CONCEPTS, INC.,
a California corporation dba Transportation
Concepts

DocuSigned by:

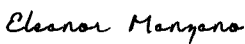
E6413C7231DF4E1...

William C. Brand, Mayor

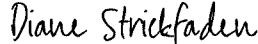
DocuSigned by:

8ECE2E909751456...
By: Rich Rogers
Name: _____
Title: Chief operating officer

ATTEST:

APPROVED:

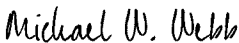
DocuSigned by:

72F2AC716C214CF...

Eleanor Manzano, City Clerk

DocuSigned by:

ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT F-1

Cost Proposal

This COST PROPOSAL FORM is the Cost Proposal for all work described in the Transit Service Agreement.

The Cost Proposal consists of Fixed Fees and Fixed Hourly Rates in accordance with 7.b - Fee Structure, of the Transit Service Agreement. The rates shall be for Period 4 in Option Year One, and shall be based on the levels of service in terms of vehicle revenue hours, as stated below. The detailed budget breakdown included with this COST PROPOSAL FORM shall be consistent with rates proposed.

A.	Price Proposal	Period 4
	Months in Contract Period	12
	Revenue Vehicle Hours in Period	41,000
1	Fixed Monthly Rate	\$ 103,501.87
2	Fixed Hourly Rate	\$ 48.57
CALCULATION OF TOTAL ANNUAL COSTS		
3	Fixed Monthly Rate x Months in Period	\$ 1,242,022.46
4	Fixed Hourly Cost x Vehicle Revenue Hours in Period	\$ 1,991,370.00
Proposed Total Annual Cost		\$ 3,233,392.46

EXHIBIT G-1

OUT OF CONTRACT RATES DIRECTLY ARISING OUT FEDERAL, STATE OR LOCAL EMERGENCIES

Out of contract services, specifically non-driving services directly related to pandemics, such as additional services beyond the requirements described in "Exhibit B", are subject to the rates set forth below.

Description	Year 4
Driver Wages	\$ 23.31
Driver Workers Compensation	\$ 3.01
Driver Health Insurance	\$ 1.68
Other Driver Fringe Benefits	\$ 2.55
Fixed Hourly Rate	\$ 30.55



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2022

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

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

PRODUCER IAG Insurance Services 12 Mauchly, Building I Irvine CA 92618		CONTACT NAME: Jill Eide PHONE (A/C, No, Ext): 949-387-2323 x204 FAX (A/C, No): 949-387-2324 E-MAIL ADDRESS: jme@iagins.com	
INSURED Parking Concepts, Inc. dba Transportation Concepts 12 Mauchly Building I Irvine CA 92618		License#: 0D78344 PARKCON-01	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	
		INSURER B: Safety National Casualty Corporation	
		INSURER C: Lexington Insurance Company	
		INSURER D: Texas Insurance Company	
		INSURER E:	
		INSURER F:	

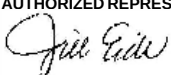
COVERAGES **CERTIFICATE NUMBER:** 775390174 **REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 GL SIR ☒ \$5,000 GKLL SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: \$5M per loc Agg	Y	Y	BCS0039993	6/1/2022	6/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GKLL Occ/Agg limit \$1M Occ/\$5M Agg
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BRPCLLTCA011200_080604_01 BRPCLLTCA011200_080605_01	6/1/2022 6/1/2022	6/1/2023 6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			XLS0125208	6/1/2022	6/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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 Y	N/A	SP4066603	6/1/2022	6/1/2023	☒ PER STATUTE ☐ 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
C	Excess Liability Occurrence Form Retention: 0			080877781	6/1/2022	6/1/2023	Aggregate Each Occurrence 5,000,000 5,000,000

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

Named Insured:
 -Parking Concepts, Inc. dba Transportation Concepts
 -PCI Municipal Services, LLC
 -
 LOC #516 - 1521 Kingsdale Avenue, Redondo Beach, CA 90278 - Redondo Beach/Beach Cities Transit
 The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers elected and appointed officials, employees and volunteers are included as additional insureds in respects to the general liability coverage as per written contract #CG 20 10 04 13 and #CG 20 37 04 13. Coverage shall be primary & non-contributory in respects to the general liability coverage as per written contract #CG 20 01 12 19. Waiver of subrogation shall apply in respects See Attached...

CERTIFICATE HOLDER The Cities of Redondo Beach 1922 Artesia Blvd Redondo Beach CA 90278	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IAG Insurance Services		NAMED INSURED Parking Concepts, Inc. dba Transportation Concepts 12 Mauchly Building I Irvine CA 92618	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to the general liability coverage as per written contract #CG 24 04 12-19.

Blanket Auto Liability Additional Insured is included as required by written contract per the attached endorsement #RPCA008 and RPCA016. Blanket Waiver of Subrogation shall apply per the attached endorsement with regards to the auto liability #RPCA018.

Blanket Waiver of Subrogation for Workers' Compensation shall apply as required by written contract per the attached endorsement #0456 00 0113 (XWC).

Excess Liability policy is follow form to the General Liability, Garage Keepers Liability, Automobile Liability and Workers' Compensation ONLY. The Excess Liability coverage does not extend to the Professional Liability, Crime or Cyber Liability coverages.

TEXAS INSURANCE AUTO POLICY

FORM RPCA008

POLICY NUMBER: BRPCLLTCA011200_080604_01

POLICY PERIOD: 6/1/2022 - 6/1/2023

NAME INSURED: Parking Concepts, Inc. (Transportation Concepts)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are added as "insureds" under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provider in the Coverage Form.

Unless otherwise specified below this endorsement is effective from the inception date of the Coverage.

Endorsement Effective: 6/1/2022

SCHEDULE

Name of Person(s) or Organization(s)

All persons or organizations as required by written contract with the named insured. The written contract must be signed prior to the date of the "accident".

Each person or organization indicated above is an "insured" for Liability Coverage on a primary basis, but only in respect to the Named Insured's shuttle operations.

The inclusion of any additional person(s) or organization(s) shall not operate to increase the limits of the Company's liability.



Jeffrey A. Silver
(Secretary)
Date: 6/1/2022

TEXAS INSURANCE AUTO POLICY

FORM RPCA016

POLICY NUMBER: BRPCLLTCA011200_080604_01

POLICY PERIOD: 6/1/2022 - 6/1/2023

NAME INSURED: Parking Concepts, Inc. (Transportation Concepts)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

The following is added to the **Other Insurance** condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Provided, however, this endorsement only applies to:

ENTITY NAME AND ADDRESS

All persons or organizations as required by written contract with the named insured. The written contract must be signed prior to the date of the "accident".



Jeffrey A. Silver
(Secretary)
Date: 6/1/2022

TEXAS INSURANCE AUTO POLICY

FORM RPCA018

POLICY NUMBER: BRPCLLTCA011200_080604_01

POLICY PERIOD: 6/1/2022 - 6/1/2023

NAME INSURED: Parking Concepts, Inc. (Transportation Concepts)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Parking Concepts, Inc. (Transportation Concepts)

Endorsement Effective Date:
9/1/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract with the named insured. The written contract must be signed prior to the date of the "accident".

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Jeffrey A. Silver
(Secretary)
Date: 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IAG Insurance Services		NAMED INSURED Parking Concepts, Inc. dba Transportation Concepts
POLICY NUMBER		
		EFFECTIVE DATE: 06/01/2022

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Fidelity/Crime Insurance Coverage:

Policy #: 5202PR017020-1

Effective: June 1, 2022 to June 1, 2023

Insurance Carrier: Markel American Insurance Company

Occurrence Form

\$1,000,000 - Limit

\$50,000 - Retention - Each Loss

Professional Liability Insurance Policy

Policy #: TBD

Effective: June 1, 2022 to June 1, 2023

Insurance Carrier: Gemini Insurance Company

Claims-Made

Full Prior Acts Coverage

\$2,000,000 - Aggregate

\$2,000,000 - Each Claim Limit

\$25,000 - Per Claim Deductible

Cyber Liability Insurance Policy

Policy #: H21NGP211703-00

Effective November 18, 2021 to November 18, 2022

Insurance Carrier: Houston Casualty Insurance

Company Claims Made

Full Prior Acts Coverage

\$5,000,000 - Limit

\$150,000 - Aggregate Deductible