

OPERATING AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND MIDWEST BIKE SHARE, INC.

This Operating Agreement, (“Agreement”), between the City of Milwaukee, (“Municipality”), acting by and through its Department of Public Works, (“DPW”), and Midwest Bike Share, d/b/a Bublr Bikes, (“Bublr”), is made as of the _____ day of _____, 2016.

Whereas, Bublr, operates a public automated bike sharing system, (“System”) in the City of Milwaukee, and desires to expand that system in and around Milwaukee County; and

Whereas, the Municipality wishes to retain an operator for its portion of equipment, software, and other technology in the Municipality as part of that System; and

Whereas, the Municipality and other municipalities contributing equipment, software, and other technology to the System will enter into separate operating agreements with Bublr and also contemplate entering into an intergovernmental cooperation agreement amongst themselves to govern the terms of the operation of the System, assuring the equitable distribution of rights and responsibilities with regard to the System in proportion to the contributions of the municipalities of assets to the System;

Now, therefore, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth, the parties agree as follows.

ARTICLE I: DEFINITIONS

1. “Bicycle” means the bicycles designed to work with the Docks and Stations which comprise the System.
2. “Contractor” means any firm, partnership, or entity with which Bublr contracts to assist in installing, implementing, operating, and maintaining the System.
3. “Data” means all information, electronic or otherwise, produced, gathered, recorded, or stored by the System
4. “Dock” means the portion of the Station that holds and locks a single Bicycle when not in use, and that can be added or removed from a Station when the need arises.
5. “Equipment” means all physical components of the System, including, but not limited to, Bicycles, Docks, Kiosks, bicycle locks, computer hardware, power cables, solar panels, or other power sources.

6. “Fob” means the RFID based card that is linked to a User’s account and payment method that can be used to checkout a Bicycle directly from a Dock.
7. “Grant Funded” means Subject Equipment, defined herein, that was purchased pursuant to specific grants awarded to the Municipality.
8. “Kiosk” means the physical module and computer interface that is part of a Station and that is linked by wireless communication technology to the System software. The Kiosk includes a multilingual interface that allows Users to register as members of the System, to check out a Bicycle from Stations, or to locate the nearest Station with open Docks.
9. “Software” means the programs, algorithms, user interfaces, and other operating information that is used by any part of the System to facilitate User interactions; to gather, record, store, aggregate, analyze, and manipulate Data generated by the System; and to operate and maintain the System.
10. “Station” means the combined Docks, Kiosk, solar panel or other power source, signs, System map, and ancillary Equipment, but does not include the Bicycles.
11. “Subscriber” means a person who pays a fee to have consistent access to the Bicycles.
12. “System” means all Equipment, Software, websites, and mobile applications that are a part of the System.
13. “Trip” means the period of time between when a Bicycle is removed from a Dock and returned to a Dock.
14. “User” means a person who pays a one-time fee at a Station to use the System at a particular point in time.

ARTICLE II: EQUIPMENT AND FUNDING

1. The Municipality has purchased certain Equipment further described in Exhibit A, (“Subject Equipment”).
2. The initial term of this Agreement shall be for 5 years, and shall automatically renew for an additional 5 year term, unless the System fails to meet the performance metrics defined in Exhibit B.
3. In the event there is Subject Equipment that is not Grant Funded, it shall become and remain Bublr’s property upon the execution of this Agreement, however, all Stations shall at all times during the term of this Agreement remain in the Municipality. In the event this Agreement is terminated for cause by the Municipality for the failure to meet the performance metrics defined in Exhibit B,

the ownership of the Subject Equipment that is not Grant Funded shall revert to the Municipality at its option.

With respect to Grant Funded Subject Equipment, where allowed by applicable grant rules, any item of equipment with a per unit fair market value of less than \$5,000 shall be transferred to Bublr at no cost. With respect to Grant Funded Subject Equipment, where allowed by applicable grant rules, any item of equipment with a per unit fair market value of more than \$5,000 shall be leased to Bublr at the rates stated in Exhibit A. At such time any equipment referred to in the prior sentence reaches a depreciated value of less than \$5,000, it shall be transferred to Bublr. In the event grant rules require a purchase of Grant Funded Subject Equipment, the purchase price for any such item of equipment shall be \$1 or the current depreciable value or any amount required by applicable grant rules. In no event shall any provision of this paragraph be interpreted in such a manner to supersede any applicable grant rule relating to the transfer of ownership or the purchase price of Grant Funded Subject Equipment and the parties understand and agree that this paragraph will be amended to the extent necessary to apply with any applicable grant rules on these subjects. All Grant Funded Stations shall at all times during the term of this Agreement remain in the Municipality. In the event this Agreement is terminated for cause by the Municipality for the failure to meet the performance metrics defined in Exhibit B, the ownership of the Grant Funded Subject Equipment shall revert to the Municipality at its option.

4. The Municipality may supplement the Subject Equipment from time to time during the term of this Agreement. If it does so, the supplementation shall be done by written amendment as described herein.
5. The Stations which are Subject Equipment, shall at all times during the term of this Agreement be installed in the Municipality, (it being understood, for example, that a Bicycle may be taken by a User outside the Municipality and Docked outside the Municipality by a User, but a Station/Kiosk/Dock, which was purchased with the Municipality's funding or funds, may not be installed by Bublr outside of the Municipality).
6. Bublr understands that the Grant Funded Subject Equipment, must be used pursuant to any rules applicable to the use of such grant funds.
7. Bublr further understands that the Subject Equipment, and any supplementation thereof, has been purchased under a Purchase Agreement executed with BCycle, LLC, and therefore, any use of the Subject Equipment is pursuant to all of the terms and conditions of said Purchase Agreement.
8. This Agreement in no way governs the control or ownership of any Equipment or property previously owned or controlled by Bublr, including any intellectual property in the Bublr name or related logos, except the Municipality's obligations and Bublr's grant to Municipality of a limited license to use the Bublr logo

pursuant to the brand standards outlined in Exhibit C. All branding, marketing, and customer communication is Bublr's sole responsibility, however, Bublr warrants that any such materials and communications shall be accurate.

9. Where appropriate, the Municipality and Bublr will cooperate to include Station sponsorship in real estate development agreement and new tax increment districts. Bublr is allowed to pursue any advertising opportunities for the System, including a single presenting sponsor and to make all advertising decisions at its sole discretion, however, any advertising on the Subject Equipment must comply with any advertising policy adopted by the Municipality. The Municipality's current advertising policy is attached as Exhibit D.
10. Bublr and Municipality will coordinate proactive and reactive media opportunities and will provide the other with reasonable notice and opportunity to participate in such opportunities. Bublr's Executive Director shall be its sole spokesperson. The Municipality shall assign personnel to participate in media opportunities as desired.
11. Bublr shall be solely responsible for funding the costs of operating the System through a combination of user fees, advertising, sponsorships, and charitable contributions.

ARTICLE III: SCOPE OF OPERATING AGREEMENT

1. Purpose of the System. The Parties agree that the goals of the System are to:
 - a. provide Bicycles that can be used through an automated check-out system for a point-to-point, public travel option for residents of, and visitors to, the Municipality;
 - b. reduce congestion, demand for parking, air quality problems, automobile emissions, and automobile reliance within the Municipality;
 - c. cost effectively extend the public transportation network in the Municipality;
 - d. serve individuals of various socioeconomic backgrounds throughout the Municipality;
 - e. improve access to important destinations throughout the Municipality, including workplaces, businesses, educational, recreational, and cultural venues; and
 - f. easily adapt and expand to new areas, markets, growth patterns, and usage patterns.

2. Station Siting. Stations shall be sited so as to:
 - a. ensure there is a sufficient power supply to operate the Station;
 - b. maximize visibility, safety, usage, and revenue of the System; and
 - c. encourage participation in the System across a variety of demographics.
 - d. not interfere unreasonably with pedestrians and other functions within the public right of way.
3. Station Locations. The Municipality and Bublr shall cooperate in the initial selection of Station locations utilizing Subject Equipment or supplemental Subject Equipment within the Municipality. The Municipality must approve all locations, but will not withhold its consent for undocumented reasons. Stations shall be located so as to:
 - a. maximize Station density objectives;
 - b. be located proximate to sponsors; or
 - c. at locations complimentary to other forms of transit.
4. Station Permitting and Permissions. In the event of Equipment installation on public property owned or controlled by the Municipality, the Municipality shall waive any and all Municipality required permits to install, operate, maintain, and continuously allow access to the Equipment at the location, including access to a suitable source of electricity. In the event of Equipment installation on all other property, (owned and controlled by another public entity or by a private party), Bublr shall be responsible for securing any necessary site license and for securing access to a suitable source of electricity for the Equipment; however, the Municipality shall still waive any all Municipality required permits for the installation, operation, and maintenance of the Equipment, if any.
5. Station Relocation. In the event a Station must be removed or relocated, temporarily or permanently, due to consumer demand, travel patterns, work in the public right of way, or other considerations, the Municipality and Bublr will consult to determine whether a Station, or a portion thereof, should be relocated, resized, or removed, and shall conduct such removals or relocations on a quarterly basis, or more frequently if necessary. The Municipality shall make permits for work in the public right of way, which would require the moving or shutting down of a Station, contingent on the applicant paying Bublr a reasonable fee as follows. The fee for relocating a station shall be \$10,000 and the fee for shutting down a station temporarily shall be \$20 per day per dock. The Municipality will use its reasonable best efforts to avoid requiring Stations to be closed or relocated.

6. System Expansion. Bublr shall keep the Municipality informed and cooperate with the Municipality regarding any expansion of the System within the Municipality or outside of the Municipality.
7. System Operation. Bublr shall be the sole operator of the System at all times during the term of this Agreement. Bublr may choose not to operate the System during months of inclement weather, but in no event shall the System be inoperable for more than four months in any calendar year. When the System is operable, it will operate for at least nineteen hours per day.
8. Staffing. Bublr warrants that it has, and will continue to have, sufficient, qualified, staff, volunteers, or contractors to efficiently implement, operate, and maintain the System in accordance with the terms of this Agreement.
9. Bicycle Assembly and Distribution. Bublr will perform the initial assembly of the Bicycles. Bublr shall place Bicycles that are operational and in good repair in the Docks. Bublr shall then re-distribute the Bicycles among the Stations at regular intervals, making reasonable efforts to ensure that each Station always has no fewer than two Bicycles available for checkout and no fewer than two open Docks available for Bicycle return.
10. System Maintenance. Bublr shall be responsible for maintaining the System and ensuring that all Equipment is in a state of good repair and safe for use, including complying with any maintenance required by applicable warranties. This includes all costs to repair or replace equipment, whether caused by normal wear and tear, vandalism, or theft. Further, Bublr shall take no action that is expressly contraindicated by a stated written warranty.
11. Reporting. Bublr shall deliver a report to the Municipality on the 15th of each month with the following data and information. The report shall be organized to include information from the previous calendar month and for the calendar year-to-date. Bublr and the Municipality shall mutually agree on the form in which the information should be presented.
 - a. Usage Statistics. This section of the report shall describe, at a minimum, the following:
 - i. Miles traveled (system-wide and average per bike);
 - ii. Total number of trips;
 - iii. Average time and mileage of each trip;
 - iv. Number of existing and new subscriptions;

- v. Number of trips originating from and arriving at each Station; and
 - vi. Number of trips per hour of day, and day of week, by Station.
 - b. Financial Statistics. This section of the report shall describe, at a minimum, the following:
 - i. Revenues generated from Subscriptions;
 - ii. Revenues generated from User fees;
 - iii. Revenues generated from other sources, including advertising and sponsorships; and
 - iv. Capital and operating costs.
 - c. Station and Fleet Statistics. This section of the report shall describe, at a minimum, the following:
 - i. The number of Bicycles in service each day;
 - ii. The number of Bicycles that Bublr has inspected for maintenance;
 - iii. The number of Bicycles repaired and average time of repair;
 - iv. The percent of time when all the Stations in the System are fully operational;
 - v. Number of times when Stations were full or empty;
 - vi. The number of Bicycles that have been stolen, lost, damaged, and vandalized during the previous calendar month and year-to-date; and
 - vii. Number of times the System server or Software was down.
12. Board Representation. Bublr shall adopt a Board policy that ensures proportionate representation of the Municipality and the other municipalities participating in the System on the Bublr Board, based on the number of Stations contributed by each municipality to the System.
13. Other Operating Agreements It is understood that Bublr will enter into operating agreements for the System with other municipalities. In order to assure equity among the municipalities in the System, Bublr agrees and warrants that it shall not execute an operating agreement with another municipality that grants another

municipality substantially greater rights or obligations than are granted to the Municipality under the terms of this Agreement. Specifically, this paragraph shall apply, but not be limited to, such matters as a right to System revenues, a promise to forego System Operating expenses, a right to representation on the Bublr Board, municipality-specific branding of System Equipment and System Expansion,

ARTICLE IV: MISCELLANEOUS

1. Audits. At any time during normal business hours, and as often as the Municipality, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the Municipality or such agency for examination all of its records with respect to all matters covered by this Agreement and Bublr shall permit the Municipality or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Bublr shall not be responsible for the cost to duplicate any records.

2. Anti-Discrimination. Bublr agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with, any of these protected categories; and agrees not to discriminate for these same reasons in regard to tenure, terms or conditions of employment, not to deny promotion or increase in compensation for these reasons, not to adopt or enforce any rule or employment policy which discriminates between employees on account of these reasons, and not to penalize any employee or discriminate in the selection of personnel for training based on these reasons. Bublr shall include or cause to be included in each subcontract covering any services to be performed under this Agreement a provision similar to the above, together with a clause requiring such insertions in further subcontracts that may in turn be made.

No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. Municipality and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

Bublr will operate the System in compliance with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12010, *et. seq.* Bublr will report annually to the Municipality, or upon request, as to the availability of compatible equipment that provides for improvements in accessibility. The Municipality and Bublr will regularly review any requests for reasonable accommodations made to the

Municipality under the ADA. Bublr agrees to provide information on its website to direct individuals to the appropriate contact at the Municipality for information on making requests for reasonable accommodations.

3. Conflict of Interest. No officer, employee, agent, or member of the governing body of the Municipality who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement. Bublr covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Bublr further covenants that in the performance of this Agreement, no person having any conflicting interest shall be employed by Bublr unless such conflict is disclosed and determined by the Municipality to not be significant or substantial or otherwise likely to interfere with Bublr's performance of its services hereunder. A conflicting interest on the part of Bublr or its employee must be disclosed to the Municipality.

4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

5. Debarment. The Municipality reserves the right to cancel this Agreement with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

6. Early Termination. In the event either party breaches the terms of this Agreement, a party may provide the other with written notice of its intention to terminate this Agreement, on a date not less than 30 days from the date of written notice. In that event, the party alleged to be in breach may cure the breach before the stated termination date, or provide a plan to cure the alleged breach, acceptable to the terminating party, before the stated termination date.

7. Entire Agreement. This Agreement, along with the exhibits attached hereto, is the entire agreement between the parties and no other terms or conditions, shall be effective or binding between the parties unless expressly agreed to in writing by the parties.

8. Indemnification of Municipality. If any action in court, claim, or proceeding before an administrative agency is brought against the Municipality or any of its officers or employees due, in whole or in part, to Bublr's acts or omissions under this Agreement, including but not limited to injury or damage caused by Bublr's negligence, (collectively, "Claims"), Bublr shall, to the extent of any policy limits required under its insurance policies required to be maintained under this Agreement, defend, indemnify, and save harmless Municipality and its officers and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such Claims. Municipality shall tender defense of any Claims to Bublr or Bublr's insurer, and upon such tender, it shall be the

duty of Bublr or Bublr's insurer to defend such Claims without cost or expense to Municipality or Municipality's officers or employees.

9. Indemnification of Bublr. If any action in court, claim, or proceeding before an administrative agency is brought against Bublr or any of its officers or employees due, in whole or in part, to the Municipality's acts or omissions under this Agreement, including but not limited to injury or damage caused by the Municipality's negligence, (collectively, "Claims"), the Municipality shall indemnify, and save harmless Bublr and its officers and employees from all losses, damages, costs, expenses, judgments, or decrees to the extent arising out of such Claims caused by the Municipality or one of its employees or officers acting within the scope of their employment or agency pursuant to sections 895.46(1) and 893.80 of the Wisconsin Statutes. Nothing in this paragraph shall be construed as a waiver of any defenses or immunities to which the Municipality is entitled under statutory or common law.

10. Insurance. Bublr agrees to maintain insurance in the types and amounts described in Exhibit E, and to provide the Municipality a Certificate of Insurance demonstrating the described coverage.

11. Notices. All notices required under this Agreement shall be made in writing and deemed served upon depositing same in the United States Postal Services as "Certified Mail, Return Receipt Requested" addressed as follows:

To Municipality at: City of Milwaukee Department of Public Works
841 N. Broadway
Milwaukee, WI 53202
Attn: Commissioner

To Bublr at: Midwest BikeShare, Inc.

Attn: James Davies
PO Box 235
Milwaukee, WI 53201

With a copy to
Bruce A. Keyes
Foley & Lardner, LLP
777 E. Wisconsin Ave.
Milwaukee, WI 53202-5306

12. Public Records. Both parties understand that the Municipality is bound by the Wisconsin Public Records Law and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21 *et. seq.* Bublr acknowledges that it is obligated to assist the Municipality in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that Bublr must defend and

hold the Municipality harmless from liability under that law to the extent due to Bublr's fault. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

13. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby. In such case, Municipality and Bublr agree to reform the Agreement between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

14. Venue and Choice of Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin.

15. Waiver. The failure of the Municipality or Bublr to insist in any one or more instance upon performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such provision by the Municipality or Bublr.

In witness whereof, the parties have executed this Agreement,
MIDWEST BIKESHARE, INC.

By: _____

Its: _____

Date: _____

CITY OF MILWAUKEE

By: _____

Its: _____
Commissioner of Public Works

Date: _____

By: _____
Assistant City Attorney
As to Content, Form, and Execution

Date: _____

Exhibit A

City owned Stations

| Station Number | Station Name | Installation Date | Address | Latitude | Longitude |
|----------------|---------------------|-------------------|-----------------------|-----------|------------|
| 1 | Discovery World | 1 July, 2013 | 500 N Harbor Drive | 43.0369 | -87.89667 |
| 6 | Wisconsin Center | 1 August, 2014 | 400 W. Wisconsin Ave. | 43.03913 | -87.91615 |
| 15 | Humboldt/Commerce | 1 October, 2015 | 2160 N. Humboldt Ave. | 43.05847 | -87.89808 |
| 16 | Water/Pleasant | 17 May, 2016 | 1611 N. Water St. | 43.05097 | -87.90644 |
| 18 | Lakefront Brewery | 1 October, 2015 | 1880 N. Commerce St. | 43.05536 | -87.90504 |
| 21 | Broadway/Knapp | 1 October, 2015 | 1245 N. Broadway | 43.04657 | -87.90872 |
| 22 | Ogden/Jackson | 1 October, 2015 | 544 E. Ogden Ave. | 43.04824 | -87.90497 |
| 27 | Ogden/Marshall | 1 October, 2015 | 1420 N. Marshall St. | 43.0482 | -87.90086 |
| 28 | MIAD | 17 May, 2016 | 252 E. Menomonee St. | 43.03148 | -87.90817 |
| 29 | Jefferson/Menomonee | 1 October, 2015 | 144 N. Jefferson St. | 43.03132 | -87.90426 |
| 31 | S. 2nd/Freshwater | 1 October, 2015 | 200 W. Freshwater Way | 43.02948 | -87.91282 |
| 32 | S. 2nd/Washington | 20 May, 2016 | 1100 S. 2nd St. | 43.02002 | -87.91254 |
| 33 | S. 2nd/Virginia | 16 May, 2016 | 205 W. Virginia St | 43.02623 | -87.91281 |
| 34 | 6th/Virginia | 1 October, 2015 | 530 W. Virginia Ave. | 43.02647 | -87.91804 |
| 37 | Public Museum | 18 May, 2016 | 800 W. Wells St | 43.04035 | -87.92076 |
| 42 | Central Library | 1 October, 2015 | 686 N. 8th St. | 43.03865 | -87.92193 |
| 43 | Hillside Terrace | 1 October, 2015 | 1555 N. 6th St. | 43.05112 | -87.91882 |
| 45 | MLK/Brown | 19 May, 2016 | 314 W. Brown St. | 43.05654 | -87.91437 |
| 46 | North/Cambridge | 1 September, 2015 | 1440 E. North Ave. | 43.06025 | -87.89217 |
| 57 | Downer/Park Pl. | 16 May, 2016 | 2605 W. Park Place | 43.066894 | -87.877936 |
| 59 | Prospect/North | 18 May, 2016 | 2305 N. Prospect Ave | 43.060786 | -87.883826 |

Exhibit B

Performance metrics here

Exhibit C

Brand standards here

Exhibit D

All advertising must meet the following criteria:

Shall not be false, misleading, or deceptive;

Shall not relate to an unlawful or illegal activity;

Shall not contain explicitly sexual or obscene material, or contain material that could be deemed harmful to minors;

Shall not contain imagery that could be deemed violent;

Shall not infringe upon any copyright, trade or service mark, title or slogan, or infringe upon any patent;

Shall not demean or disparage any individual or group on the basis of race, color, religion, ethnicity, national origin, ancestry, gender, age, disability, or sexual orientation;

Shall not defame any individual, group, or entity; and

Advertising of alcohol or tobacco products is strictly prohibited.

Exhibit E

INSURANCE REQUIREMENTS

BublR shall at all times this Agreement is in effect, maintain the following insurance:

I. Worker's Compensation and Employer's Liability

| <u>Limits of Liability</u> | | |
|-----------------------------------|---------------|--------------|
| Worker's Compensation | | Statutory |
| Employer's Liability | | |
| Bodily Injury by Accident | each accident | \$100,000.00 |
| Bodily Injury by Disease | policy limit | \$100,000.00 |
| Bodily Injury by Disease | each accident | \$500,000.00 |

II. Commercial General Liability

| <u>Limits of Liability</u> | | |
|--|-----------------|----------------|
| Commercial General Liability | each occurrence | \$1,000,000.00 |
| General Aggregate | aggregate | \$2,000,000.00 |
| Personal & Advertising Injury Limit | each occurrence | \$1,000,000.00 |
| Products – Completed Operations Aggregate | aggregate | \$2,000,000.00 |
| Medical Expense | each person | \$5,000.00 |
| Coverage must be equivalent to ISO form CG00001 or better. | | |
| The City of Milwaukee shall be added as an additional insured using ISO form CG 2026 or its equivalent. | | |
| The policy shall include independent contractors (owners/contractors protective) and contractual liability. | | |
| Coverage will apply on a primary and non-contributory basis. We suggest the following wording: “If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury, or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.” | | |

III. Auto Liability

| <u>Limits of Liability</u> | | |
|---|---------------|----------------|
| Combined Single Limit | each accident | \$1,000,000.00 |
| Medical Expense | each person | \$5,000.00 |
| <u>If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).</u> | | |
| <u>Coverage shall include contractual liability for risks assumed in this Contract.</u> | | |
| If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to the City upon request. | | |

Notes:

- A certificate of insurance acceptable to the City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements outlined above. All certificates shall be provided at the time of contract execution. If such certificate is not received, the City has the authority to terminate the Contract.
- All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by the City for the duration of this Contract for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal which must contain substantially the following stipulation:
“We will mail notice of cancellation (including for non-payment of premium), non-renewal, or material limitation of coverage to the organization shown in the schedule above. We will mail the notice at least 30 days before the effective date of our action.”
- Insurance companies must be acceptable to the City and must have a current A.M. Best rating of A- VIII or better.
- If subcontractors are used, each must meet all requirements.
- For II and III, the City of Milwaukee shall be added as an additional insured.
- All policies shall be written on an occurrence form.
- For II and III, coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees, and volunteers.
- For II and II, coverage shall apply to the risks associated with or arising out of the services provided under this contract.

At Bublr’s sole discretion Bublr may choose to self-insure any individual piece of Subject Equipment worth less than \$5,000.