

ORIGINAL

**PROVIDER AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and IPS GROUP INC., a Pennsylvania Corporation, whose address is 5601 OBERLIN DRIVE, SAN DIEGO, CALIFORNIA 92121, hereinafter called the Provider, in reference to the following:

**RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. On October 6, 2014 single-space, credit card enabled "smart" parking meters were installed in pilot areas on Webster Street and Park Street as part of the City Council approved parking program improvements. As a result of a successful pilot and to complete the meter portion of the parking program improvements, Public Works is now procuring single-space, network enabled parking meters for all metered spaces in Alameda. Alameda will be cooperatively purchasing the meters as a result of City of Sacramento's extensive RFP process which guarantees a pre-negotiated lower per meter cost.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for installation, service and management of approximately 800 single-space, networked parking meters, in accordance with the revised proposal dated January 7, 2015 (Exhibit A).

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 4<sup>th</sup> day of February, 2015, and shall terminate on the 31<sup>st</sup> day of December, 2015, unless terminated earlier as set forth herein.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract or the amendment(s) to this agreement shall be adjusted by the Construction Cost Index for the San

Francisco Bay Area reported in the Engineering News Record for the trades associated with the work from the date of the original bid opening to the estimated date of the proposed amendment(s).

2. **SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Provider's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, and will be allocated from the City's Parking Meter Fund (224) to the Parking Meter Program (0224).

Payment will be made by the City in the following manner: On the first day of each month, Provider shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Provider. Retained amounts shall be paid to Provider within 60 days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Provider on retained funds.

Total compensation for work is \$515,441, with an approximate 10% contingency in the amount of \$51,559 for a total not to exceed limit of \$567,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**Prompt Payment Of Withheld Funds To Subcontractors:** The City shall hold retainage from the prime Provider and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime Provider based on these acceptances. The prime Provider or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Provider to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime Provider or subcontractor in the event of a dispute involving late payment, or nonpayment by the Provider, or deficient subcontractor's performance, or

noncompliance by a subcontractor. This clause applies to both Disadvantaged Business Enterprise and non-Disadvantaged Business Enterprise subcontractors.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent Provider. The manner and means of conducting the work are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys'

fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Provider shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the Broker affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by mail, "Attention: Risk Manager." It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$1,000,000 each occurrence

- (4) **Professional/Technology Insurance:**  
In the amount of \$1,000,000 each occurrence

**B. SUBROGATION WAIVER:**

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. BONDS:**

Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

In regards to this Provider Agreement, the agreement itself is larger than \$25,000 because it includes purchasing smart meters. The installation portion of this agreement is \$8,220, less than \$25,000, therefore bonds are not required.

**12. PROHIBITION AGAINST TRANSFERS:**

Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Provider from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Provider.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Provider's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Provider employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Provider. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval by City.

Provider shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

**16. RECORDS:**

Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Liam Garland, Administrative Services Manager  
Ph: (510) 747-7930 / Fax: (510) 769-6030  
Email: [lgarland@alamedaca.gov](mailto:lgarland@alamedaca.gov)

All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

IPS Group Inc.  
5601 Oberlin Drive  
San Diego, CA 92121  
Chad Randall, Chief Operating Officer  
Ph: (858) 568-7609  
Email: [chad.randall@ipsgroupinc.com](mailto:chad.randall@ipsgroupinc.com)

18. **SAFETY REQUIREMENT**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Provider when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Provider shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Provider, which is not a result of his or her operations, shall immediately be reported to City.

19. **LAWS TO BE OBSERVED.**

The Provider shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

20. **PREVAILING WAGES:**

a. The Provider is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Provider shall fully comply with such Prevailing Wage Laws. Provider's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Provider shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Provider may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Provider shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the



Provider's principal place of business and at the Project site. The Provider shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

d. The Provider and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Provider or any Subcontractor and such workers.

e. The Provider and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

g. Pursuant to Labor Code § 1775, the Provider shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Provider or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by the Provider.

h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

## **21. HOURS OF LABOR.**

a. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Provider or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and

restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Provider in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

b. The Provider shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Provider, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

## **22. CERTIFIED PAYROLL.**

a. Provider's attention is directed to California Labor Code Section 1776, which requires Provider and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared weekly, and at a minimum, submitted monthly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Provider and each subcontractor. Provider is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Provider or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Provider or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the PROVIDER shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the

Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

**23. APPRENTICES.**

a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Provider or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Provider and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Section 1777.5 requires the Provider or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

c. The Provider is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Provider employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Providers on the public works site are making such contributions; or (2) if the Provider is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Provider's required contribution. The Provider or subcontractor shall pay a like amount to the California Apprenticeship Council.

d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**24. LABOR DISCRIMINATION.**

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

**25. REGISTRATION OF CONTRACTORS.**

Before submitting bids, Providers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

**26. URBAN RUNOFF MANAGEMENT:**

The Provider shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Provider shall use as little as necessary. Provider shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Provider shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Provider shall remove all debris to avoid contact with rainfall or runoff.

E. Provider shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Provider shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Provider, pursuant to Cal. Water Code §13385.

**27. COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Provider shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Provider shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Provider shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

**28. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:**

The Provider shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

The Provider shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- ☐ Provider shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Provider will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
  1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
  2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
  3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
  4. Biological controls (e.g., natural enemies or predators); (5)
  5. Reduced-risk chemical controls (e.g., soaps or oils);
  6. Other chemical controls.
- ☐ Prior to applying chemical controls the Provider shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the Provider shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the Provider shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ☐ Provider shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  4. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Provider shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ☐ Provider shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ☐ Provider shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also

on file with the City Clerk. If this agreement pertains to the use of any items listed above, the Provider will need to fill out and send in the Contractor Verification Form and Contractor Check List.

**29. PURCHASES OF MINED MATERIALS REQUIREMENT:**

Provider shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Provider shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

**30. TERMINATION:**

In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Provider written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**31. COMPLIANCES:**

Provider shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

**32. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**33. ADVERTISEMENT:**

Provider shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

34. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

35. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

36. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

37. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

IPS GROUP, INC.  
A Pennsylvania Corporation



Chad Randall  
Chief Operating Officer

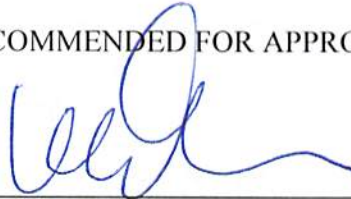


Dario Paduano  
Chief Financial Officer

CITY OF ALAMEDA  
A Municipal Corporation

John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL



Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney



Andrico Penick  
Assistant City Attorney



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

#### REF:

**The City of Alameda, its City Council, boards and commissions, officers, employees, and volunteers are additional insured for work done on their behalf by the named insured.**

#### PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

#### SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

#### WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

#### NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

**COMMERCIAL AUTO**  
**CG 20 48 02 99**

DESIGNATED INSURED

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

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

<b>Endorsement Effective:</b>	<b>Countersigned By:</b>       <b>(Authorized Representative)</b>
<b>Named Insured:</b>	

**City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558**

**REF:**

**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

# Single-Space Parking Meter Items

EXHIBIT 'A'

Item	Unit	Qty	Ext Cost	Sales Tax	TOTAL
<b>Parking Meters and Deployment Services</b>					
M5 Single-Space parking meters (non-NFC version) with domes and shipping	\$ 425.00	822	\$ 349,350.00	\$31,441.50	\$ 380,791.50
Meter installation services	\$ 10.00	822	\$ 8,220.00		\$ 8,220.00
TOTAL (not including any applicable sales tax)			\$ 357,570.00		\$ 389,011.50
<b>Monthly Ongoing Meter Fees</b>					
Monthly Communications Fees	\$ 3.45	822	\$ 2,835.90		\$ 2,835.90
Monthly Meter Management/Licensing Fees	\$ 4.55	822	\$ 3,740.10		\$ 3,740.10
Credit Card Gateway Fees (est 35 trans/meter/mo)	\$ 0.06	28770	\$ 1,726.20		\$ 1,726.20
Total Monthly Fees (actual to be based on actual card use)			\$ 8,302.20		\$ 8,302.20
<b>Spare Parts Unit Pricing (with recommended initial qty)</b>					
Meter Parts: M5 Single-Space parking meters (non-NFC version)	\$ 425.00	40	\$ 17,000.00	\$ 1,530.00	\$ 18,530.00
Meter Parts: Card Entry Slot	\$ 19.00	20	\$ 380.00	\$ 34.20	\$ 414.20
Meter Parts: Hybrid Card Reader	\$ 49.00	20	\$ 980.00	\$ 88.20	\$ 1,068.20
Meter Parts: Coin Chute or Track (Validator)	\$ 69.00	30	\$ 2,070.00	\$ 186.30	\$ 2,256.30
Meter Parts: Meter dome (Top Cover)	\$ 69.00	20	\$ 1,380.00	\$ 124.20	\$ 1,504.20
Meter Parts: Dome Lenses (Lexan for top cover)	\$ 15.00	20	\$ 300.00	\$ 27.00	\$ 327.00
Meter Parts: Coin Entry Slot	\$ 2.00	20	\$ 40.00	\$ 3.60	\$ 43.60
Meter Parts: Keypad	\$ 25.00	20	\$ 500.00	\$ 45.00	\$ 545.00
Meter Parts: Validator Connector Board	\$ 15.00	20	\$ 300.00	\$ 27.00	\$ 327.00
Meter Parts: Battery pack	\$ 30.00	30	\$ 900.00	\$ 81.00	\$ 981.00
Meter Parts: Validator Connection Cable	\$ 5.00	20	\$ 100.00	\$ 9.00	\$ 109.00
Meter Parts: Solar Panel/Modem (Comms Board)	\$ 165.00	0	\$ -	\$ -	\$ -
Meter Parts: Main Board	\$ 165.00	0	\$ -	\$ -	\$ -
Meter Parts: Screen/Display (non-NFC version)	\$ 49.00	10	\$ 490.00	\$ 44.10	\$ 534.10
Meter Parts: RFID Tags	\$ 10.00	15	\$ 150.00	\$ 13.50	\$ 163.50
TOTAL (not including any applicable sales tax)			\$ 24,590.00		\$ 26,803.10

Note: Sales Tax shall be added to all applicable line items

Note: All pricing is FOB IPS Group Inc, San Diego CA

Sales Tax Rate: 9.00%

**Exhibit B**  
**City of Alameda Contractor Verification Form**  
**Implementation of City of Alameda Integrated Pest Management Policy**

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- ☐ Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- ☐ Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- ☐ Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- ☐ If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

\_\_\_\_\_  
City Departmental Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Department

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Contractor

**Exhibit C**  
**City of Alameda Pest Management Contractor Checklist:**  
**Pest Management Options Considerations**

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: \_\_\_\_\_  
\_\_\_\_\_

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: \_\_\_\_\_  
\_\_\_\_\_

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: \_\_\_\_\_  
\_\_\_\_\_

(4) Biological controls (e.g., natural enemies or predators)

Comment: \_\_\_\_\_  
\_\_\_\_\_

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: \_\_\_\_\_  
\_\_\_\_\_

**(6) Other chemical controls**

**Comment:** \_\_\_\_\_

\_\_\_\_\_

**Contractor Representative**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City Contractor**

200002 - 515

Filed with the Department of State on JAN 06 2000

Microfilm Number \_\_\_\_\_

Entity Number 2917245*Kim D'Amico*  
Secretary of the CommonwealthARTICLES OF INCORPORATION FOR PROFIT  
OFIPS GROUP INC.

Name of Corporation

A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

☒ Business-stock (15 Pa.C.S. § 1306)☐ Management (15 Pa.C.S. § 2702)☐ Business-nonstock (15 Pa.C.S. § 2102)☐ Professional (15 Pa.C.S. § 2903)☐ Business-statutory close (15 Pa.C.S. § 2303)☐ Insurance (15 Pa.C.S. § 3101)☐ Cooperative (15 Pa.C.S. § 7102)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The name of the corporation is: IPS Group Inc.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)	Number and Street	City	State	Zip	County
					Philadelphia

(b) c/o: <u>M. Burr Keim Company</u>	County
Name of Commercial Registered Office Provider	

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized is: 1,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name	Address
<u>Linda M. Lee</u>	<u>200 Four Falls Corporate Center, Suite 400</u>
	<u>West Conshohocken, PA 19380</u>

PA DEPT OF STATE

2000 JAN - 6 11:00Z

200002 516

DSCB 15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)-2


6. The specified effective date, if any, is: Upon filing  
month day year hour, if any

7. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

8. ~~Statutory close corporation only:~~ Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

9. ~~Cooperative corporations only:~~ (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: n/a

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 29<sup>th</sup> day of December, 1999.



(Signature)

(Signature)



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

3/19/2015

DATE (MM/DD/YYYY)  
10/1/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Insurance Company	20508
		INSURER B: American Casualty Company of Reading, PA	20427
		INSURER C: Continental Casualty Company	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES IPSGR01 CERTIFICATE NUMBER: 13069238 REVISION NUMBER: XXXXXXXX  
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 WYO	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  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	4034952942	10/19/2014	3/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6013847872	10/19/2014	3/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<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	N	N	4034952990	10/19/2014	3/19/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5093308451 (CA) 5093308496 (AOS)	3/19/2014 3/19/2014	3/19/2015 3/19/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech E&O / Network / Privacy / Media	N	N	4034952942	10/19/2014	3/19/2015	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Trial Proposal, Service Provider Agreement Parking Meter and Management System. City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insureds is primary and non-contributory as per the attached endorsements or policy language. Waiver of Subrogation applies per attached endorsement(s) or policy language. 30 Day Notice of Cancellation applies per attached letter.

**CITY OF ALAMEDA**  
Risk Management

CERTIFICATE HOLDER

CANCELLATION See Attachments

Date 2-3-15  
*Lucretia Akil, City Risk Manager*  
  
13069238  
City of Alameda,  
its City Council, boards, commissions, officials,  
employees and volunteers  
Public Works Department  
950 West Mall Square, Room 110  
Alameda CA 94501

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

*[Signature]*

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, 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 vendors business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- "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;
- Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- 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;
- 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;
- Demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of the product;
- 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

persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured - "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the

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:

(1) The exceptions contained in Subparagraphs d. or f.; or  
(2) 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.

3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.

4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSURED WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

- Currently in effect or becoming effective during the term of this policy; and
- Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following

with premises you own, rent, or control and to which the insurance applies:

- The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- The construction, erection, or removal of elevators; or

CITY OF ALAMEDA  
Risk Management

Date 9-3-15  
Lucretia Akil, City Risk Manager

sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this paragraph 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:

(a) It is required by the written contract or written agreement; and

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests - Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their ability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease or be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV -

COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

**3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

**B. The last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:**

Except as provided in 4. above, 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.

**5. PARTNERSHIP OR JOINT VENTURES**

Paragraph 1.b. of Section II - Who Is An Insured is deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**6. EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES**

For other than a physician, paragraph 2.a.(1)(d) of Section II - Who Is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

**7. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES**

Paragraphs (3) and (4) of Exclusion j. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF

the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

**4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE**

**A. The following is added to Section II - Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
  - a. Prior to the termination date of any joint venture, partnership or limited liability company; or
  - b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

**h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:**

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

**B. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability is amended to include the following:**

**p. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**q. Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**C. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED**

**PERSONAL AND ADVERTISING INJURY COVERAGE**

## INSURANCE.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### 8. BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

### 9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V - Definitions, the definition of "personal and advertising injury":

for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of Section I - Coverage C - Medical Payments, is replaced by the following:

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

### 11. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

### 12. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

### 13. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under Section I - Coverage A - Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I - Coverage B - Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

### 10. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section - I - Coverage C

(3) Property loaned to you;

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

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

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner.

"Property damage" to:

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

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

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY - DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

#### 14. NON-OWNED WATERCRAFT

Under Section I - Coverage A - Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

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

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge.

#### 15. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

#### 16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

#### 17. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV -

Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

#### 18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

#### 19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

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

#### 20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional

premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.



POLICY NUMBER  
6013847872

INSURED NAME AND ADDRESS  
IPS GROUP, INC  
5601 OBERLIN DRIVE  
SUITE 100  
SAN DIEGO, CA 92121

POLICY CHANGES  
CA 2048 DESIGNATED INSURED

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

The following Form has been added:

Form #: CA2048 Title: Designated Insured

Any person or organization you have agreed in a written contract or written agreement to add as an additional insured on this Coverage Part, provided the written contract or written agreement was executed prior to:

- a. The "bodily injury" or "property damage"; or
- b. The offense that caused the "personal and advertising injury" for which the additional insured seeks coverage under this Coverage Part.

✓ The written contract or written agreement must pertain to your ongoing operations for the additional insured, and must specifically require additional insured status according to the provisions of CG 20 48.

But notwithstanding the above, no person or organization is an additional insured for professional architectural or engineering services provided at or for the Location(s) of Covered Operations.

G-56015-B (ED. 11/91)

CITY OF ALAMEDA  
Risk Management  
  
Date 2-3-15  
Lueretia Akil, City Risk Manager

POLICY NUMBER  
4034952942

INSURED NAME AND ADDRESS  
IPS Group, Inc. 5601 Oberlin Drive, Ste. 100  
San Diego, CA  
92121

POLICY CHANGES  
SCHEDULE CG 24 04

This change Endorsement changes the policy. Please read it carefully.  
This change Endorsement is a part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown.

CG 24 04 SCHEDULE

Name of Person Or Organization:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:


1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

CG 24 04 05 09

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Page1 of 1

Attachment Code : D495300  
Certificate ID : 13069238

CITY OF ALAMEDA  
Risk Management  
  
Date 2-3-15  
Lucretia Akil, City Risk Manager

CNA

9-23186-A  
(Ed. 12/10)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or

damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

9-23186-A  
(Ed. 12/10)

Page 1 of 1

**CITY OF ALAMEDA**  
Risk Management  
 Date 2-3-15  
Lucretia Akil, City Risk Manager



October 3, 2014

City of Alameda,  
its City Council, boards, commissions, officials,  
employees and volunteers  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501

Re: Notice of Cancellation Clause

To Whom It May Concern:

As a service to our valued client, Lockton will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the attached Acord 25 certificate of insurance should any of the policies described on the attached certificate be 1) cancelled by the insurer, other than for non-payment of premium (10 day notice for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Lockton will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address as shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you have any questions.

Regards,

David Burgos  
Assistant Vice President  
Lockton Insurance Brokers

Attachment Code : D463006  
Certificate ID : 13069238

2-3-15  
OK, J. Alar  
city risk mgr.



POLICY NUMBER  
C 4034952942

INSURED NAME AND ADDRESS  
IPS GROUP, INC  
5601 OBERLIN DRIVE  
SUITE 100  
SAN DIEGO, CA 92121

**POLICY CHANGES**  
**ENDORSEMENT EFFECTIVE 10/19/2014**

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the  
effective date of your Policy, unless another effective date is shown.

G-15115-A

(Ed. 10/89)

This form has been added to the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CHANGES - NOTICE OF CANCELLATION  
OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or  
restricts the insurance afforded by this Coverage Part (other than  
the reduction of aggregate limits through payment of claims), we  
agree to mail prior written notice of cancellation or material  
change to:

SCHEDULE

1. Number of days advance notice: 30

10 Days for Non-Payment of  
Premium

PER LIST ON FILE WITH BROKER/LOCKTON

CITY OF ALAMEDA  
Risk Management  
*[Signature]* 2-3-15  
Date  
Lucretia Akil, City Risk Manager

*Thomas F. Motamed*  
Chairman of the Board

*Jonathan Kauter*  
Secretary