

PE
ORIGINALCONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 10th day of June, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and LUCITY, INC., a Kansas corporation whose address is 10561 BARKLEY, SUITE 100, OVERLAND PARK, KANSAS, 66212, hereinafter called the Consultant, 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. Various City projects require professional services. City posted a Request for Proposal, reviewed received proposals, interviewed qualified firms, and selected the firm that best meets the City's needs.
- C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- E. City and Consultant desire to enter into an agreement for implementation services for the Lucity maintenance management system, upon the terms and conditions herein.

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 27th day of April, 2015, and shall terminate on the 9th day of April, 2016, unless terminated earlier as set forth herein.
- 2. **SERVICES TO BE PERFORMED:**
Consultant agrees to perform 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 Phases 1 and 2 of Attachment 2 – Level of Effort and Costs of Exhibit A as requested. At the completion of the work included in Phases 1 and 2, the City can choose to pursue a contract amendment for services included in the remaining phases. The Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Consultant to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from account 5430663 and 91014.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "A" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using the rate schedule in Attachment 2 of Exhibit A schedule.

Compensation for project is \$72,450

4. TIME IS OF THE ESSENCE:

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

It is agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Consultant, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions. The Consultant shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Consultant shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Consultant 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:

Consultant hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant'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 Consultant, 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 Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant 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 Consultant.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor 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. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant 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 Consultant'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 Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant 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, D and E. Such certificates, which do not limit Consultant'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 insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk

Manager." It is agreed that Consultant 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, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant 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 automotive liability coverage (any auto) in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
or
Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Consultant 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 Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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 Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant 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 Consultant 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 Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, 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 and resumes are attached to this Agreement shall be used in the performance of this Agreement.

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

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

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

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. RECORDS:

Consultant 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.

Consultant 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. Consultant 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 Consultant 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 Consultant to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Erin Smith, Public Works Coordinator
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

Chris Crupi, West Region Manager
Lucity Inc.
10561 Barkley, Suite 100
Overland Park, KS 66212
PH: 480-634-4285

18. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant 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 Consultant 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 Consultant 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 Consultant 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.

19. COMPLIANCES:

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

20. 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.

21. ADVERTISEMENT:

Consultant 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.

22. 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.

23. 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 Consultant.

24. 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.

25. CAPTIONS:

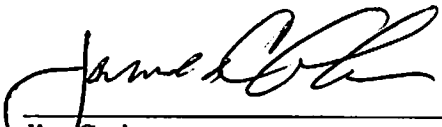
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

LUCITY, INC.
A Kansas Corporation

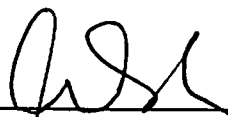


Don Pinkston
President



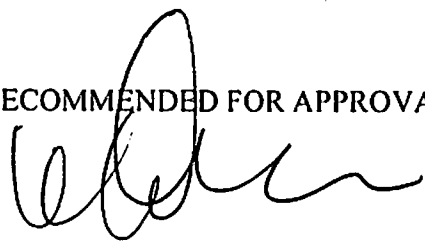
Jim Graham
Vice President

CITY OF ALAMEDA
A Municipal Corporation



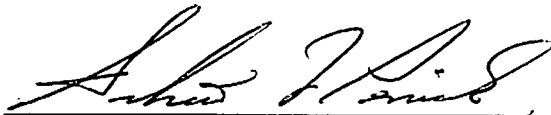
Elizabeth D. Warmerdam
Interim City Manager

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 & 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.

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

SAMPLE

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

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

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

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

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 & volunteers are additional insured for work done on their behalf by the named insured.

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CA 20 48 02 99

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PROJECT INTRODUCTION

Lucity is proposing to provide application software and associated professional services to the City of Alameda, CA (referenced herein as "City,") to deliver an enterprise level, comprehensive solution that meets the Maintenance Management System (referenced herein as "MMS") needs of the City's Public Works Department.

For a successful Implementation of the Lucity application, it is critical that Lucity and City staff work closely together to complete the Implementation Plan efforts. We have intimate knowledge of the Lucity software architecture, technology and functionality; as well as the software's capabilities with regard to system administration, configuration and integration. The City has intimate knowledge of its business objectives, technology environment and capabilities/availability of staff assigned to the project. Together we need to combine this collective knowledge to most effectively transfer knowledge and best allocate resources.

1.1 PROJECT IMPLEMENTATION SCHEDULE

The City is requesting a phased MMS implementation as follows:

- Phase 1 – Sanitary sewer and stormwater systems
- Phase 2 – Building facilities
 - Includes new service request module (i.e. SeeClickFix), or Comcate integration (to be determined by the City)
- Phase 3 – Streets, traffic signs and signals
- Phase 4 – Sidewalks, medians, and trees

An implementation schedule for each phase is provided as Attachment 1. Each schedule identifies each task, and descriptions of these tasks follow. The anticipated effort and associated costs for each phase and task is provided in Attachment 2.

"Go-live" for each phase (i.e. transition of the MMS from the testing/development environment to the production environment) would occur upon completion of the Training task.

1.2 WORKFLOW DESIGN AND CONFIGURATION

1.2.A KICKOFF MEETING

To initiate the project, we will facilitate a "Kickoff Meeting" (convened remotely via WebEx conferencing) that will include:

- Introductions of Project Team members
- Development of a project contacts list
- Review of the project scope including tasks, deliverables, schedule, milestones, and payment schedule
- Review of project reporting details, including:
 - Format for on-site and remote meeting agendas
 - Format for Trip Reports following on-site activities

- Format for Follow-up Memos related to remote activities

1.2.B SOFTWARE INSTALLATION

At project onset we will assist (remotely via WebEx) the City's designated System Administrator with downloading the Lucy MMS software install media (current version with latest service pack) from the Lucy Support Center web site, and completing software installation procedures and processes including:

- Establishing multiple environments for testing/training, production, and backup/recovery
- Importing users into the Lucy MMS from Windows Active Directory, and associating users to their Windows accounts
- Setting controls for user access and assigning group/role permissions for various MMS functions
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

Our assumption is the City will provide needed hardware and supporting software, and confirm basic operation of the hardware prior to installation of the Lucy software. We will consult with the City regarding the suitability of the current technology environment for deployment of the MMS software.

1.2.C DISCOVERY WORKSHOP

Within each phase we will conduct an on-site "Discovery Workshop" to solicit, review and assess input from City/Department/Division staff for configuring the Lucy MMS.

Lucy understands that the City also has a separate contract with LA Consulting (LAC) for the purpose of defining and developing "Work Plans" for various work activities associated with different work groups, including Sanitary Sewer, Stormwater, Streets, Signs and Sidewalks. Lucy will conduct a meeting with LAC (remotely via WebEx) for the purpose of coordinating LAC's activities in conjunction with the Lucy MMS project.

Lucy Workshop topics will include:

- Discussion of industry best practices and current ("as-is") and desired ("to be") business processes, user workflows, and PM activities/schedules; appropriate legacy data for conversion/migration; and relevant documents/forms/reports and related software applications
- Demonstrations of how the MMS can support those best practices, desired processes and workflows, activities, data and documents through the capabilities (configuration, functionality, tracking and reporting) of the Lucy products
- Identification of the various user types and roles, and discussion of MMS access and privileges for each to be supported through the Lucy Security capabilities
- Discuss audit tracking and reporting (operational, managerial and regulatory) requirements

Based on the knowledge acquired from the Discovery Workshop, we will align the Department/Division needs for the MMS with capabilities of the Lucy products. Results and configuration recommendations will be developed, including:

- Those specific practices, processes and workflows, activities, data and documents to be supported by the MMS
- Any alterations to processes and workflows that could be made to take best advantage of the MMS capabilities
- Details of the initial MMS configuration for:

- Formalizing data input, display, query, report and exchange requirements
- Setting up the architecture and standards of the work management capabilities to effectively and efficiently organize, manage and track service requests, activities (work orders and PMs), and resources (employees, equipment, contractors, materials and parts)

With the City's approval of our recommendations, we will initially configure (Phase 1) or update (subsequent phases) the MMS using the applications, parameters and settings available with the Lucity products for customization. These include:

- The Lucity UI Administrator application, used to configure MMS security and personalize the various web applications for users (by group or individual)
 - Dashboards with specific desired real-time MMS content
 - Specific data views, forms, and reports for service requests and work orders
 - Employee timesheets with integration to work orders
- The Work Flow Setup module of the Lucity Work Administrator product, used to:
 - Create a hierarchal structure of "Categories" by which service requests and work orders are organized, managed and tracked
 - Create lists of "Problems", "Causes", "Tasks" and "Resources" for assignment to various Categories
 - Assign detailed information to Resources
 - Create templates for "Notifications" that can be automatically dispatched with service requests and work orders
 - Designate "Exclusion Days" on which work orders will not be automatically generated for scheduled Tasks
- The PM/Work Template module of the Work Administrator product, used to create work order templates for recurring Tasks and apply schedules for PM Tasks
- Field properties settings, used to define specific parameters for selected data fields

1.2.D FOLLOWUP MEETING

A "Follow-up Meeting" will be convened (remotely via WebEx) within each phase to assess the initial/updated MMS configuration, and identify any needed revisions. Several iterations of the MMS configurations may be necessary to fully support Department/Division needs within each phase. If so we will host additional meetings with City/Department/Division staff to exchange information, coordinate necessary efforts, and gain approval of the final MMS configuration.

1.3 DATA TRANSITION/GIS INTEGRATION

We understand that the City is developing the City's GIS and data in conjunction with Engineering Mapping Solutions (EMS) under separate contract.

Prior to the start of each implementation phase, the assets in that phase will have their registry available on an ArcGIS 10.2 for Server. Each asset will include a structure identification number that relates to the asset in the registry.

Lucity will work with the City and EMS to configure and test the bi-directional MMS /GIS integration, and incorporate available GIS asset data into the MMS, using the capabilities of the Lucity GIS products.

The MMS can be configured to link directly to the asset feature classes managed within the City's GIS using the Geodatabase Configuration application (extension in ArcCatalog). This configuration allows attribute field mapping from the feature classes to the associated Lucity asset tables. The City can determine which asset attributes to share between the GIS and the MMS, and which to maintain solely in the GIS.

With the Lucity GIS Desktop product:

- GIS data (i.e. attribute and spatial information for assets) can be incorporated into the MMS using the Synchronization application (extension in ArcMap)
- Synchronization of GIS and MMS data is made when add/edit processes are saved (in either the GIS or the MMS). Upon saving a GIS edit session, the synchronization automatically (with no user intervention required) updates the MMS with edited, non-spatial data. Upon saving edits in the MMS, non-spatial attribute updates are automatically "pushed" to the GIS.
- Additional synchronization of data can be performed using the Scheduled Tasks application. This allows the Lucity MMS and GIS to be updated when GIS edits are performed outside of a Desktop (or live) editing environment.
- Valid and appropriate data from the GIS can be "loaded" into the MMS, map-related query and display functions to be supported by the MMS configured, and the integration refined as needed.

With the Lucity GIS Web product:

- ArcServer services (map, feature, geometry and geocode) published using standard Esri tools (primarily ArcMap) can be consumed to display a web map for MMS users. The MetaData Server Object extension is enabled on certain map services, or the City can deploy feature services to allow Lucity MMS to query field and table name information. Once the map/feature services are created and configured, the City can author maps in the Lucity UI Administrator application by selecting one or more of these published services.
- Non-operational data (data that will not be linked to the MMS) published to ArcGIS Online can also be used with Lucity GIS Web.
- The MMS can push edits to the geodatabase. This functionality requires either – 1) a map service to be authored containing the feature classes to be updated, and the Lucity Geodatabase Update service object extension must be enabled for this map service; or 2) a feature service (map service with editing capabilities turned on). The City can use the UI Administrator application to configure the URL to the service that handles updates to the geodatabase, and configure settings to handle situations when the map/feature service cannot be reached or the update fails.

Lucity will also coordinate with EMS as needed in order to deploy the EMS Web Map product in conjunction with the City's use of the Lucity Web product. It is anticipated that the EMS Web Map product will be utilized in lieu of the Lucity GIS Web product. EMS will provide and deliver the EMS Web Map product under separate contract with the City.

1.4 SYSTEM INTEGRATION

1.4.A SCADA

As part of Phase 1, Lucy will utilize the Data Import & Update application inherent within the Lucy software to load data (i.e. pump runtimes and/or asset readings) directly from VTScada ODBC Server (part of the VTScada Connectivity Package) into Lucy MMS database tables. This data loading tool can be set to run automatically and at any time interval desired by the City.

If the SCADA database/server is not directly accessible for security purposes, an export file from the SCADA system will be created and made available to the server where the Lucy MMS software resides.

1.4.B COMCATE - CRM

The Comcate CRM product is being utilized by the City and the City has expressed interest in potential integration between Comcate and the Lucy Work Request product, in conjunction with Phase 2.

The City is also currently exploring options for potential new systems to replace the Comcate system (i.e. SeeClickFix). The Lucy API (using REST Web services) solution is available to our clients, partners and third-party developers for developing custom interfaces between Lucy-based systems and other software applications – including CRM. We will work with City staff and Comcate to define the integration between Comcate and Lucy and provide assistance to Comcate in order to ensure the successful workflow between the two products if desired.

Lucy also has previous experience integrating with other CRM products (i.e. SeeClickFix). If desired, other CRM product vendors may also utilize the Lucy API for the purpose of developing and deploying integrated Web and Mobile applications for service request management with Lucy.

1.5 ACCEPTANCE TESTING

The Lucy Project Manager will notify the City's Project Manager when each phase of the implementation is ready for testing. Acceptance testing is anticipated to begin after completion of configuration, data transition and integration efforts; continue throughout the training effort; and conclude after "go-live" at such time the City deems the MMS as accepted.

1.6 TRAINING

Lucy will provide a Training Plan addressing each phase and detailing user groups, session descriptions and durations, methods and materials, and schedule.

An outline of a Training Plan follows. The goals of the training we provide are:

- The System Administrator is reasonably self-sufficient in refining, expanding and sustaining the MMS
- Users are enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows

System Administration

Installation and Maintenance

- Completing procedures as outlined in the Installation Help Guide for the initial Lucy software installation and future software upgrades
- Reviewing the available software documentation
- Reviewing the technical support and software maintenance services and resources provided through the Lucy Constant Connection Program
- Discussing the current backup and recovery practices for the City's data, and reviewing suggested practices specific to the MMS

Security

- Completing procedures as outlined in the Security Help Guide for adding new users, and defining user group and individual permissions for MMS access and use

Configuration

- Using the applications, parameters and settings available with the Lucy products to refine the MMS configuration

Documents

- Completing procedures for establishing links between MMS records and externally managed electronic documents
- Adding custom content to the on-line Help system via hyperlinks to externally managed information

Integration

- Using the Lucy products for completing processes for configuring and refining the GIS integration

Reporting

- Adding custom reports

Data Import/Export

- Importing data using the Data Import & Update application, and exporting data using the MMS reporting capabilities

User Production

The typical content of a Training Plan regarding user production follows.

General

- ***Dashboard:*** Using "Home" pages with personalized real-time MMS content
- ***Filter:*** Creating queries to produce specific record sets
- ***Locate:*** Quickly finding a specific record within the current "Filter"
- ***Show in Map:*** Opening a GIS map and zooming to assets and locations (customer addresses, work sites, etc.)
- ***Document Control:*** Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- ***Subset Manager:*** Loading filtered data from one application into other applications
- ***Browse:*** Creating and exporting ad-hoc reports
- ***Reports:*** Using standard report templates
- ***Help:*** Using the on-line, context-sensitive Help system

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Using GIS to locate customers and work locations
- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external systems (i.e. SCADA)
- Producing operational, management and regulatory reports

Proposal for City of Alameda
Submitted by Lucity, Inc.

ATTACHMENT 1 – Implementation Schedule

Phase/Task	Month 1	Month 2	Month 3
Phase 1 - Sanitary Sewer & Stormwater			
Workflow Design & Configuration			
Kickoff			
Installation			
Discovery			
Followup			
Data Transition/GIS Integration			
System Integration			
Acceptance Testing			
Training			
Trip 1			
Trip 2			

Phase/Task	Month 1	Month 2
Phase 2 - Facilities; Services Requests		
Workflow Design & Configuration		
Discovery		
Followup		
Acceptance Testing		
Training		
Trip 1		
Trip 2		

Phase/Task	Month 1	Month 2
Phase 3 - Streets, Signs & Signals		
Workflow Design & Configuration		
Discovery		
Followup		
Data Transition/GIS Integration		
Acceptance Testing		
Training		
Trip 1		
Trip 2		

Phase/Task	Month 1	Month 2
Phase 4 - Sidewalks, Medians & Trees		
Workflow Design & Configuration		
Discovery		
Followup		
Data Transition/GIS Integration		
Acceptance Testing		
Training		
Trip 1		
Trip 2		

ATTACHMENT 2 – Level of Effort and Costs

Phase/Task	Effort			Cost		
	On-site		Remote	Labor	Expenses	Total
	Trip	Days	Hours			
Phase 1 - Sanitary Sewer & Stormwater						
Workflow Design & Configuration				\$ 15,000.00	\$ 2,100.00	\$ 17,100.00
Project Manager	1	2	24			
Implementation Lead	1	2	60			
Data Transition/GIS Integration				\$ 5,800.00	\$ -	\$ 5,800.00
Project Manager			8			
Implementation Lead			48			
System Integration - SCADA				\$ 1,600.00	\$ -	\$ 1,600.00
Implementation Lead			16			
Acceptance Testing				\$ 1,600.00	\$ -	\$ 1,600.00
Implementation Lead			16			
Training				\$ 10,100.00	\$ 2,350.00	\$ 12,450.00
Project Manager			8			
Implementation Lead	2	5	16			
Flexible Use Hours				\$ 10,000.00	\$ -	\$ 10,000.00
Implementation Lead			100			
Subtotal	4	9	296	\$ 44,100.00	\$ 4,450.00	\$ 48,550.00
Phase 2 - Facilities; Service Requests						
Workflow Design & Configuration				\$ 7,200.00	\$ 1,050.00	\$ 8,250.00
Project Manager			8			
Implementation Lead	1	2	32			
System Integration - CRM				\$ 2,400.00	\$ -	\$ 2,400.00
Implementation Lead			24			
Acceptance Testing				\$ 800.00	\$ -	\$ 800.00
Implementation Lead			8			
Training				\$ 10,100.00	\$ 2,350.00	\$ 12,450.00
Project Manager			8			
Implementation Lead	2	5	16			
Subtotal	3	7	96	\$ 20,500.00	\$ 3,400.00	\$ 23,900.00

<i>Phase 3 - Streets, Signs & Signals</i>						
Workflow Design & Configuration				\$ 7,200.00	\$ 1,050.00	\$ 8,250.00
<i>Project Manager</i>			8			
<i>Implementation Lead</i>	1	2	32			
Data Transition/GIS Integration				\$ 2,400.00	\$ -	\$ 2,400.00
<i>Implementation Lead</i>			24			
Acceptance Testing				\$ 800.00	\$ -	\$ 800.00
<i>Implementation Lead</i>			8			
Training				\$ 9,300.00	\$ 2,350.00	\$ 11,650.00
<i>Project Manager</i>			8			
<i>Implementation Lead</i>	2	5	8			
<i>Subtotal</i>	3	7	88	\$ 19,700.00	\$ 3,400.00	\$ 23,100.00
<i>Phase 4 - Sidewalks, Medians & Trees</i>						
Workflow Design & Configuration				\$ 7,200.00	\$ 1,050.00	\$ 8,250.00
<i>Project Manager</i>			8			
<i>Implementation Lead</i>	1	2	32			
Data Transition/GIS Integration				\$ 2,400.00	\$ -	\$ 2,400.00
<i>Implementation Lead</i>			24			
Acceptance Testing				\$ 800.00	\$ -	\$ 800.00
<i>Implementation Lead</i>			8			
Training				\$ 9,300.00	\$ 2,350.00	\$ 11,650.00
<i>Project Manager</i>			8			
<i>Implementation Lead</i>	2	5	8			
<i>Subtotal</i>	3	7	88	\$ 19,700.00	\$ 3,400.00	\$ 23,100.00
TOTAL	13	30	568	\$104,000.00	\$ 14,650.00	\$118,650.00
Notes						
Flexible Use Hours are intended to be used for project needs that have not yet been identified (i.e. custom report development) and may only be utilized under the direction and approval of the City's Project Manager.						

ACORD

Client#:

CINCP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2015

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 Holmes Murphy-Kansas 6300 W. 143rd Street Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223		CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 913 660-1220 E-MAIL ADDRESS: mwilks@holmesmurphy.com FAX (A/C, No): 866 501-3940															
INSURED Lucity, Inc. 10561 Barkley, Suite 100 Overland Park, KS 66212		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Casualty Insurance Co</td><td>19046</td></tr><tr><td>INSURER B: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C: Farmington Casualty Company</td><td>41483</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Co	19046	INSURER B: Travelers Indemnity Company	25658	INSURER C: Farmington Casualty Company	41483	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6804D520353	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <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		BA4D520408	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$10000		CUP4D520826	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB4177T805	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	Professional Liability		6804D520353	10/01/2014	10/01/2015	\$2,000,000 per claim \$2,000,000 annl aggr

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

The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are added as additional insured on all policies except the professional liability, employers liability and workers compensation as required by written contract. A waiver of subrogation in favor of the City of Alameda applies to the general liability, auto liability and workers compensation as required by written contract.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

CANCELLATION

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

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

Karen Boyer

ACORD™

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B	<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 \$10000		CUP4D520826	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB4177T805	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
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Risk Management

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AUTHORIZED REPRESENTATIVE

Karen Boyer

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COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

CITY OF ALAMEDA

Risk Management

Lucretia Akil, City Risk Manager

Date

5/26/15

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (IHUB-4D52067-8-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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


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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

CITY OF ALAMEDA
Risk Management

Date 5-26-15
Lucretia Akil, City Risk Manager

DATE OF ISSUE: 09-11-13

ST ASSIGN: