

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 12th day of August, 2019, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and AVINEON, INC. (a Delaware corporation), whose address is 1430 SPRING HILL RD. STE 300, MCLEAN, VA 22102 (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. The City is in need of the following services: assist in specifying and building initial web mapping applications in advance of an expanded and enhance GIS program. The Provider was selected on a sole source basis because they provide similar services to the County of Alameda. (Exhibit A)
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement
- D. City and Provider desire to enter into an agreement for one year, 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 12th day of August 2019, and shall terminate on the 11th day of August 2020, unless terminated earlier as set forth herein.

- 2. This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement.

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 B as requested. The Provider acknowledges that the work plan included in Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$25,000.

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 or service providers, as applicable, 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.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks 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 compensation due to 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 and state and federal law that harassment and discrimination are unacceptable 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:**

a. Provider shall indemnify, defend, and hold harmless the 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 negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 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 insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. 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, its City Council, boards, commissions, officials, employees, and volunteers 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 (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:	\$1,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

(5) Cyber-liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim; and
\$2,000,000 aggregate

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, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability 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. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider 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:

a. 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 the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. 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 against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. 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 or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

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 the services and tasks hereunder.

15. REPORTS:

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

b. No report, information or 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 of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All 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 the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all 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 by Provider for a period of three (3) years after receipt of final payment.

c. 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 this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda
Information Technology Department
2263 Santa Clara Ave Room 320
Alameda, CA 94501
ATTENTION: IT Director
Ph: (510) 747-4715

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

Avineon, Inc.
Accounting Manager
1430 Spring Hill Rd. Ste 300
McLean, VA 22102
ATTENTION: Accounting Manager
Ph: (703) 671-1900 ext 220

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. 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 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 thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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.

c. Upon termination of this Agreement either for cause or for convenience, 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. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to 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.

23. 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.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. 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.

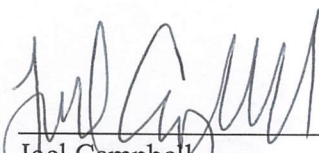
25. CAPTIONS:

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.

Signatures on next page

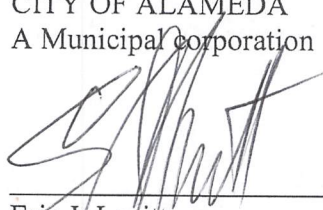
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

AVINEON, INC.
A Delaware corporation



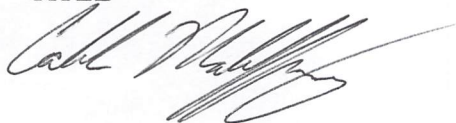
Joel Campbell
Vice President - Commercial Systems

CITY OF ALAMEDA
A Municipal corporation

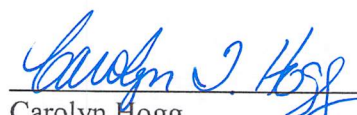


Eric J. Levitt
City Manager

Caleb Mahaffey - MSR
NAME
TITLE




RECOMMENDED FOR APPROVAL



Carolyn Hogg
Director of IT

CALEB MAHAFFEY
Notary Public-Maryland
Anne Arundel County
My Commission Expires
April 20, 2022

APPROVED AS TO FORM:
City Attorney



Michael H. Roush
Assistant City Attorney

THE UNIVERSITY OF CHICAGO LIBRARY

CHICAGO, ILL. 60637

W. G. S. S. S.

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May 17, 2019

Ms. Carolyn Hogg
IT Director, City of Alameda
Alameda Point
West Midway Avenue
Alameda, California 94501
CHogg@alamedaca.gov

Re: Unique Qualifications of Avineon, Inc.

Dear Ms. Hogg:

Avineon, Inc. (Avineon) understands that the City of Alameda (City or Alameda) desires to expand your use of geospatial data and GIS functionality but lacks the internal resources to implement many of your objectives. Avineon would be pleased to support the City in this regard and we have prepared this letter to demonstrate that we have unique expertise and resources to benefit the City.

Avineon has over 27 years of experience providing innovative and high-quality geospatial services and solutions to customers in government and the utility industry in addition to providing information technology and engineering support services. We are appraised at Capability Maturity Model Integration (CMMI) Maturity Level 3 for development and services and are ISO 9001:2015 registered for quality management.

Avineon's 2018 acquisition of InfoGeographics, Inc. (IGI) in Traverse City, Michigan has expanded our core geospatial capabilities. A leading provider of consulting and geospatial software development services for the past 18 years, IGI has been supporting clients in all aspects of geospatial information technology implementation and enhancement projects. In addition, Avineon has a presence in Northern California to provide ongoing client management and dedicated local support.

Avineon has a well-respected history within the GIS and IT industries, with a successful record of performance at some of the nation's premier municipalities and utilities. Past local government customers include Pasadena, California; Richmond, Virginia; Chicago, Illinois; Philadelphia Pennsylvania; Snohomish County, Washington; and Paris, France. We have also successfully completed GIS and IT projects for eight of the ten largest utilities in the U.S., including Semptra and Pacific Gas and Electric.

Avineon has been an Esri partner for more than 15 years and we were recently awarded the *Esri Utility Network Specialty*. We are also fully qualified as a VertiGIS (formally Latitude Geographics) Business Partner and Geocortex Implementation Consultant, a Safe Software/FME Solutions Provider, and an EOS Business Partner. Avineon is the **ONLY** firm that has been awarded the **Esri Utility Network Management Specialty** that also has **FME Certified staff** specializing in migration of utility data into Esri formats.



Other unique benefits Avineon offers the City include:

- *Avineon Accelerators* - Avineon has developed a series of Accelerators, tools designed to accelerate your ability to derive value from the Esri platform by providing a simplified approach to improve widely used functionality such as management of map displays, network tracing, and linking other systems through URLs. These Accelerators are available exclusively from Avineon and we will include licenses for our complete suite of Accelerators as a **no-cost, value-add** to the City if selected to provide GIS services.
- *Capacity* - Avineon employs over 800 well-trained staff members, more than 400 of whom are dedicated to the performance of GIS-related services. This capacity enables us to assure the City of our ability to achieve your schedule requirements. We also have a local account manager, Mike Chenevey, who was previously an **Esri account manager at the City of Alameda** and can give our technical team a head start in better understanding the City's GIS needs and objectives.
- *Security* - Avineon has proven security measures in place at all of our facilities. They have satisfactorily secured our customer's records and data without any loss of sensitive information since Avineon was founded. To further enhance security, Avineon's India facility has achieved independent certification of compliance with the ISO/IEC 27001:2013 standard for information security management systems.
- *Value* – Avineon's business model delivers the convenience of local communications and the option of cost savings associated with offshore services to our U.S. clients. If the City chooses an offshore option, a project manager and technical lead will be available from our U.S. offices to liaison with the City and ensure that your daily concerns are promptly addressed while technicians at our wholly-owned India facility produce high-quality deliverables. Without exception, every project performed at our India office with management support from our U.S. offices has delivered results that fulfill our customers' requirements.
- *Minority Business Participation* – Avineon is a U.S. citizen owned business that has been certified by the California Public Utility Commission as a minority business enterprise (MBE). As such, 100% of all services awarded to Avineon should contribute to the City's MBE participation goals.

We urge the City to carefully review these factors as you consider working with Avineon. We look forward to developing a working partnership with your project staff toward the successful achievement of the City's present and future GIS goals.

Ms. Carolyn Hogg
May 17, 2019
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We are in the process of contacting another California local government agency about whether it may be possible for Alameda may use their competitively awarded master services agreement to direct an award to Avineon. In the meantime, we would appreciate any insight or advise you can provide about how we may be able to obtain a master services agreement or other contract vehicle directly with Alameda, or if you are aware of another California local government contract vehicle we may use.

Thank you for the opportunity to submit this information to the City of Alameda. We look forward to supporting your organization in these worthy efforts. If you have any questions or require further information, please contact Mr. Mike Chenevey (mchenevey@avineon.com; 530-514-4599) or me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Campbell", is written over the printed name.

Joel Campbell

Vice President – Commercial Systems
Avineon, Inc.
icampbell@avineon.com



June 7, 2019

Revised June 14, 2019 and July 9, 2019

Ms. Carolyn Hogg, Chief Information Officer
City of Alameda
950 W Mall Square, Room 200
Alameda, California 94501

Re: City of Alameda Headstart Project

Dear Ms. Hogg:

Avineon, Inc. (Avineon) is pleased to submit this proposal to the City of Alameda (City or Alameda) to assist in specifying and building some initial web mapping applications in advance of an expanded and enhanced GIS Program. These applications will be crafted from a solid foundation of research and collaboration with select departments to show immediate progress and begin a wider discovery and implementation effort. In the enclosed attachments, Avineon has outlined our understanding of the required scope of work and cost proposal for this initial and important phase of work.

Avineon was founded in 1992 and has over 27 years of experience providing innovative and high quality geospatial, information technology, engineering support, and enterprise resilience solutions to our customers in both public and private sectors. Avineon is appraised at Capability Maturity Model Integration (CMMI) Maturity Level 3 for development and services and is ISO 9001:2015 registered for quality management.

With the recent acquisition of InfoGeographics, Inc., Avineon expanded our core geospatial capabilities. As a leading provider of high-quality GIS technical consulting and development services for the past 18 years, IGI has been supporting clients with a wealth of knowledge and experience in all aspects required for successful geospatial information technology implementation and enhancement projects.

Thank you for the opportunity to submit this proposal to the City of Alameda. Avineon looks forward to supporting your organization. If you have any questions or require further information, please contact Mr. Mike Chenevey (mchenevey@avineon.com; 530-514-4599) or me at your earliest convenience.

If you are in agreement with the terms of this proposal, please use the attachment scope of work and cost proposal to prepare the City document necessary to authorize Avineon to proceed. Avineon is ready to begin this engagement upon notice to proceed, with the goal of having the project completed over a two-month period.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Campbell".

Joel Campbell

Vice President – Commercial Systems
Avineon, Inc.
icampbell@avineon.com



ATTACHMENT A – SCOPE OF WORK

Background

Avineon, Inc. (Avineon) understands that the City of Alameda (City or Alameda) desires to expand your use of geospatial data and GIS functionality but lacks the internal resources to implement many of your objectives. Avineon has worked for many years with dozens of clients large and small to guide GIS program efforts to successful outcomes and implementation. Avineon proposes to apply this proven process to help the City meet its goals in this regard.

First though, the City wishes to develop and deploy some purpose driven web mapping applications for select departments to demonstrate the value of the technology and build consensus for a wider and more enterprise level planning and implementation process. This proposal will build these initial applications and begin to collect valuable research information to assist with your more long term goals.

Task 1 – ArcGIS Online Viewers

The City of Alameda wishes to develop and deploy five initial ArcGIS Online (AGOL)-based web mapping sites. There are two basic choices to develop web mapping applications in AGOL. These are 1) through the use of application templates, or 2) utilizing Web AppBuilder. Avineon's experience is that using the Esri supplied templates requires a deeper understanding of web mapping/ArcGIS Enterprise technology and more advanced programming skills. Web AppBuilder, on the other hand, is much more user friendly, especially for the beginning and novice user, and works more on a "configuration" basis. Therefore, it is Avineon's recommendation that the City utilize AGOL with Web AppBuilder for these web mapping sites, which will be more cost effective initially and lend itself to training City staff when that time comes.

Task 1a: Interviews and Functional Specifications

Upon notice to proceed, Avineon and the City will schedule a kickoff meeting. The purpose of this meeting will be to solidify the project team, communication methods, and status meetings schedule; discuss the overall goals, expectations, sources, and outcomes for the project; initiate the steps for Avineon to gain secure, remote access to the City's AGOL Organizational account and computing environment; discuss collection of background materials before the onsite meetings, and begin scheduling the onsite visit.

Background materials as identified will be transmitted to Avineon for review and discussion before the onsite meetings. Avineon staff will then travel to City offices for a four-day research visit, during which Avineon will perform GIS interviews with five selected departments within the City. These departments are Information Technology, Community Development, Public Works, Fire, and Recreation and Parks. If time allows, Avineon will also meet with other identified stakeholder departments to begin collecting information for future use. A brief review of the project and goals will be presented to each participant, and then a great deal of time will be



devoted to acquiring detailed information on available data and desired functionality for the initial web mapping applications.

Avineon is assuming that the scheduling of participants is carried out by the City and arranged as efficiently as possible. Individual sessions are expected to last two to three hours. Follow up contact by Avineon to fill in information gaps identified in the interviews will be conducted as necessary.

Based upon the interviews and materials collected, Avineon will build basic and succinct functional descriptions for each web mapping application. Having well defined and agreed upon specifications and functional descriptions of the viewers will ensure that the City's expectations are met and as a guide to efficient development.

The intention is to build these applications using the city's existing AGOL account along with ArcGIS Pro and Web AppBuilder. These web mapping applications will be designed to be HTML5 based, and use responsive design that will support various devices such as desktop, tablet, and smartphone. Source data as available and targeted by each participant for inclusion will be used, though Avineon makes no statement regarding the currency or accuracy of these data to be used. The web mapping applications to be specified are as follows, with some potential data listed as it is currently known. Please note that these data layers may be shared among viewers as needed.

Citywide Viewer

- Parcels and Ownership
- Address Street Centerline
- Address Points
- Buildings
- LiDAR and Orthophotography

Community Development Viewer

- Zoning
- Restoration Sites

Public Works Viewer

- Utilities (Content to Be Determined)

Fire Department Viewer

- Fire stations and zones
- Hazardous materials
- Building information
- Utilities (Content to Be Determined)



Recreation and Parks Viewer

- Parks
- Tours
- Tree Inventory

Upon completion of the initial functional specifications development, Avineon will deliver the *City of Alameda GIS Viewers Functional Specification-Draft* to the City of Alameda Project Manager. Avineon is assuming a one to two-week review period by the City of Alameda, with a teleconference meeting to go over the specifications, and then consolidated comments transmitted to Avineon. All agreed upon modifications will be made to the document and the *City of Alameda GIS Viewers Functional Specification-Final* document delivered.

Task 1b: GIS Viewers Implementation

Using the approved functional specifications, Avineon will work with City IT and GIS staff to develop and deploy the web mapping applications. If it has not already occurred, the City will assist Avineon to access and utilize the City's existing AGOL Organizational account. Once access to the AGOL account is achieved, Avineon will utilize the capabilities and features of ArcGIS Pro, AGOL, and Web AppBuilder to build the web mapping applications, supported by City data uploaded and stored in AGOL. Please note again that Avineon makes no statement regarding the currency or accuracy of the data used for these viewers. Avineon will work with City staff to acquire, prepare, and upload the required data. Web/map services (if not already present) will be created in AGOL off of uploaded data, and combined with basemap and other freely available map/web services in AGOL. Using these services, web maps to be used by the viewers will be created using ArcGIS Pro, and the viewer sites will be created using Web AppBuilder. A primary intention of this AGOL-based development will be to minimize any customization of the viewers or server-side processing. Essentially, the web mapping applications will be developed "out of the box" as much as possible.

Once initial development is complete on each viewer in turn, there will be a one- to two-week review period for the City and participant departments to review and comment on the viewers. Teleconference meetings can be conducted as needed, with consolidated comments being transmitted to Avineon at the end of the review period. Agreed upon modifications to the viewers will then be performed and another iteration of the review process will occur until approval for deployment is achieved. Avineon is estimating not more than two of these reviews will be conducted for any one viewer. Once, approved, each viewer will be ready for deployment. It is assumed that City IT staff will make any citywide website and URL linkage changes necessary to make these web mapping applications available to the selected audience.

This task is being estimated based upon a general idea of what is desired for these web mapping sites. The functional descriptions developed in Task 1a will determine the actual effort to develop the sites. As such, Avineon may need to revisit and/or modify this task with the City



once the functional descriptions are complete to adjust for any unforeseen or expanded requirements that affect the scope of work and resources. There are no onsite visits estimated for this subtask at this time, though if the City wishes Avineon to go onsite for meetings or presentations, this can be arranged.

Project Timeframe

Avineon estimates a total project timeframe of six to eight weeks from notice to proceed, depending on travel schedules and other factors. Every effort will be made to accelerate this schedule whenever possible to address critical needs or scheduling demands.



ATTACHMENT B – COST PROPOSAL

The following table presents Avineon's firm fixed pricing for the proposed project. All expenses are included in the figures for these tasks. Any changes to this proposal and the scope of work (including any unforeseen contingencies) will be made in writing and signed by both parties.

Task/Title	Price
Project Management	\$ 650.00
Task 1a: Interviews and Functional Specifications	\$10,250.00
Task 1b: GIS Viewers Implementation	\$14,100.00
Total	\$25,000.00

Assumptions

1. Please note regarding travel costs to the City of Alameda for meetings, Task 1a costs include one four-day onsite visit to City of Alameda offices.
2. In order to leverage Avineon's experience and provide a lower cost to the City, our price assumes that we will re-use some existing Avineon materials in developing our reports and documentation for the City. Ownership of these "tools of the trade" will not be transferred to the City under *Clause 15* of the Service Provider Agreement but Avineon will grant the City a perpetual, irrevocable license to use such materials. New materials prepared for the City under this Agreement will transfer to the City as specified in *Clause 15* of the Service Provider Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2019

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

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

PRODUCER Kirkman & Conway Inc. 1300 Piccard Drive Suite LL4 Rockville MD 20850	CONTACT NAME: Lettie Bellve' PHONE (A/C, No, Ext): (301) 670-0500 FAX (A/C, No): (301) 921-9275 E-MAIL ADDRESS: lballe@kirkmanconway.com
INSURED Avineon, Inc., Avineon Canada Inc. & InfoGeographics, Inc. 1430 Spring Hill Road, Suite 300 McLean VA 22102-3018	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover American Ins Co INSURER B: Hanover Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1952006144

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZZR A311506 05	05/21/2019	05/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ZZR A311506 05	05/21/2019	05/21/2020	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 EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		UHR A311515 05	05/21/2019	05/21/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WHR A288129 05	05/21/2019	05/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability & Professional Liability			LHR A312181 05	05/21/2019	05/21/2020	Each Claim \$2,000,000 Aggregate \$2,000,000 Retention Each Claim \$25,000

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

Re: City of Alameda Headstart Project

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are Additional Insureds with respects to General Liability, Auto Liability, and Umbrella Liability (follows form) as required by written contract. The blanket Additional Insured forms #421-2915 06/15 for General Liability and #CA2048 0299 for Auto Liability (attached) is equivalent to the General Liability form CG2010 1093 and Auto Liability form CG2048 0299, with the exception of being "blanket as required by written contract".

CU mthn 8/1/19

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 <i>Matthew / [Signature]</i>
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AGENCY CUSTOMER ID: 00002133

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Kirkman & Conway Inc.		NAMED INSURED Avineon, Inc., DBA: Avineon Canada Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

General Liability coverage applies on a primary and non-contributory basis in favor of the Additional Insured. The policy language includes Separation of Insureds, applies to each named insured as if that named insured was the only named insured and the policy applies separately to each insured against whom claim is made or suit is brought.

A Waiver of Subrogation applies to the General Liability and Auto Liability in favor of the Additional Insured as required by written contract. Blanket Waiver for General Liability is included in the GL Broadening Endorsement #421-2915 0615 and Auto Blanket Waiver form #461-0500 1113 (attached)

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 30 days written notice; 10 days if cancelled for non-payment of premium to the City of Alameda. Attention: Risk Manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

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

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZZR A311506 05

COMMERCIAL AUTO

CA 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

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 Provision 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: 05/21/2019	Countersigned By: (Authorized Representative)
Named Insured: AVINEON INC	

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:	AVINEON INC
Endorsement Effective Date:	05/21/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
BLANKET ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

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

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

