

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH WOOLPERT, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Woolpert, Inc., an Ohio corporation ("Consultant" or "Woolpert").

RECITALS

A. City desires technical and functional support to integrate the current CIS system ("Advanced") with a new Enterprise Asset Management System ("EAMS") called "Cityworks" to manage capital assets for multiple City departments.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the fee, rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress

report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of "two hundred fifty-four thousand, two hundred and sixty dollars, (\$254,260.00). The aforementioned maximum compensation shall not be exceeded unless the parties mutually agree in writing to an increase in the amount. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number JL 55740.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery

to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Jeannine Sarragossa
69 Stony Circle
Santa Rosa 95401
707 543-3951

Consultant Representative:

Tom Merce
P.O.Box 714874
Cincinnati, Ohio 45271
937 531-1462

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit A, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice. Consultant shall submit invoicing on the schedule provided in Section 2 for services that have been rendered prior to suspension as well as any services that have not been suspended.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall not perform any services under this Agreement beyond April 1, 2025 unless agreed in writing by the parties.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards ordinarily exercised by competent practitioners of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to such standards, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

___ yes ☒ no

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. With the exception of Consultant's pre-existing intellectual property that may be provided as a deliverable or incorporated into a deliverable, City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. The City shall receive a non-exclusive, non-transferrable, limited license to use such Consultant's pre-existing intellectual property in connection with the use of the deliverable as whole for customary City purposes. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not

later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement. The obligations herein shall not apply to any unauthorized modification or use of such information for other than its intended purpose by City.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "confidential", "proprietary", or "trade secret"(hereinafter "trade secret") when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act unless such "trade secret" information is permitted to be protected from public disclosure.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. **Waiver of Rights.** Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of Ohio, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by someone with corporate authority as evidenced by a corporate resolution, otherwise by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid,

enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Woolpert, Inc.

TYPE OF BUSINESS ENTITY (check one):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

By: _____

Print
Name: Daniel J Galvin III

Title: Chairman of the Board

Signatures of Authorized Persons:

scott cattran
By: scott cattran (Oct 16, 2022 11:21 EDT)

Print Name: Scott Cattran

Title: President and CEO

By: Joshua Heid

Print Name: Josh Heid

Title: Chief Financial Officer

APPROVED AS TO FORM:

Morgan Biggerstaff
Morgan Biggerstaff (Oct 26, 2022 17:39 PDT)

Office of the City Attorney

ATTEST:

Board Secretary

City of Santa Rosa Business Tax Cert. No.

06517754

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services and Compensation



Statement of Work
Track 3 Cityworks AMS Implementation
CIS System Integration
City of Santa Rosa, CA

Quality

At Woolpert, quality is the cornerstone of our business. Woolpert invite your comments and suggestions for improving this document.

Trademarks

All brand names and product names are trademarks or registered trademarks of their respective companies.

Notice of Proprietary Information

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Document Control

Change Record			
Date	Author	Version	Change Reference
6.30.2022	Tom Merce	1.0	Initial Draft Document CIS Integration Only
7.29.2022	Tom Merce	2.0	Revised Draft Per City Feedback

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Project Clarifications

- The City will assemble a Core Team that will participate in all key project tasks. The Core Team members are considered subject matter experts for CIS Infinity software. The Core Team will serve as key project members throughout the project.
- The City will assemble a Technical Team that will participate in all key project tasks. The Technical team members are considered subject matter experts related to Cityworks and FME. The Technical Team will serve as key project members throughout the project.
- Woolpert and the City will re-visit Phases 2 and 3 following the completion of Phase 1 and City acceptance of the final CIS System Integration Design.
- All work under this agreement will be performed on a lump sum fee basis. Extended technical support will be provided through separate contracts with Woolpert and Spatial DNA (subcontracted by Woolpert for integration expertise) on a time and materials basis.
- The City will ensure that the appropriate staff review project deliverables within the timeframes identified in the project schedule.
- The City Project Manager will ensure all draft deliverable feedback is provided to Woolpert in a single document using track changes and comments.
- The City will have five (20) consecutive business days to provide feedback for all draft and Final deliverables except for PSA contracts and amendments which can take up to 3 months. Additional review time will lead to schedule slippage and potentially additional fee to account for additional project and resource management.
- All draft deliverables will undergo two (2) review cycles. Additional review cycles will require a Change Control Notice to provide fee for additional review cycles.
- The deliverable shall be deemed to have been accepted by the City in the event the City does not notify the Woolpert Team of any rejection of all or a portion of the submitted final draft deliverables within the twenty (20) business day review period.
- The City Project Manager will ensure the necessary project participants review and understand documentation for its accuracy.
- The City Project Manager will schedule meeting space and supporting technology peripherals suitable for the all-team meeting.
- The City Project Manager will coordinate and schedule City meeting attendees.
- The City is responsible for all project coordination and communications with any third party, such as Advanced Utility Systems (AUS), IT hardware and software.
- A 25% deposit will be assessed following PSA execution.
- System integration development will be performed in the Spatial DNA Development Environment.
- All technical support tasks will be funded through the Extended Technical Support contract. Support hours defined in this scope are for estimates and are subject to change.
- Remote meetings will be held using Microsoft Teams.
- Microsoft Teams and SharePoint will be used as the project collaboration platform.
- There is no custom reporting (e.g., Crystal Reports, SQL Server Reporting Services, PowerBI, Tableau, Esri Operations Dashboards, Cityworks Analytics, etc.) included in the Statement of Work
- All work will be performed remotely. Woolpert will invoice the City at-cost for all travel expenses should the City decide to transition workshops from remote to on-site.
- Approval of the on-site workshop must be received from the City three (3) weeks prior to the scheduled task so Woolpert can plan the necessary travel arrangements. The City will be billed for the duration of the on-site visit should the City cancel within five (5) business days of the scheduled travel to account for Woolpert Team resources having utilization gaps due to the cancellation.
- Project schedule slippage due to reasons beyond the control of Woolpert, for more than two (2) months past the baseline duration will lead to the assessment of pro-rated \$5,000 per month to account for additional project and resource management.

- Any change in City project staff resulting in Woolpert having to repeat already provided services, or to provide support to the new City project staff to integrate them into the project, is defined as additional services not included within this Statement of Work. Any additional services will need to be properly authorized by the City per the contract agreement prior to being performed.
- Any change in Woolpert's project staff resulting in the City having to repeat project work already completed, or to review and transition to the new Woolpert project staff to integrate them into the project, is defined as additional City resource and project time not subject to billing in this Statement of Work. Any Woolpert project staff changes will be authorized by the City per the contract agreement prior to being performed.
- Woolpert's fee estimate is based on a project schedule of approximately 13 months. The project fee will increase if the project schedule extends beyond this duration where not due to Woolpert project resource updates.

Phase PA Project Administration

Woolpert's Project Management approach provides for the resources and tools needed to successfully manage the project through all phases/processes, including:

- **Initiation.** Project authorizations and expectations
- **Planning.** Project definitions, objectives, deliverables, analysis of alternatives
- **Execution.** Coordination of resources, quality management, production, and service delivery
- **Monitoring and Controlling.** Monitoring and measuring to identify variances and initiate corrective actions
- **Close-Out.** Acceptance of project deliverables and results

Project Administration Tasks

As with all projects, there are project administrative tasks that must be performed including file organization, project setup, billing, invoice coordination, and much more. The Woolpert Team will provide the following general project management services:

- Proactively manage and update project plan and schedule, as required, throughout the planned duration of the project. Project plan and schedule modifications will be facilitated upon common agreement between the City and Woolpert Team in accordance with the issue control process detailed in the project plan.
- Coordinate project events with the City's Project Manager and Woolpert Team members.
- Author, edit, review, and distribute project documentation and technical reports as required.
- Maintain a secure project collaboration website on which to post project schedule details, in-process tasks and responsible parties, technical documentation, as well as other project collaboration tools.
- Perform miscellaneous project administration (e.g., resource planning and scheduling, internal project updates, team coordination, etc.).
- Anticipate problem areas and propose and facilitate solutions.
- Manage subcontractors.

Woolpert Team Deliverables

- Facilitate remote weekly one (1) hour City project status meetings.
- Facilitate weekly 30-minute internal project status meetings.
- Manage the Microsoft Teams project collaboration site.
- Facilitate remote weekly 15-minute City stand up meetings with the Spatial DNA team.
- Facilitate remote weekly 15-minute internal stand-up meetings with the Spatial DNA team.
- Provide 13 months of project management activities, including resource allocation, invoicing, and general consulting.

Change Control

Both Woolpert and the City recognize that changes are a normal part of the project life cycle. Woolpert believes that managing change to project scope, cost, and schedule are critical to a project's success and employs a comprehensive approach to change control. Woolpert's established change control process is documented below.

Any project team member (City or Woolpert) may initiate a Change Request whenever there is a perceived need for

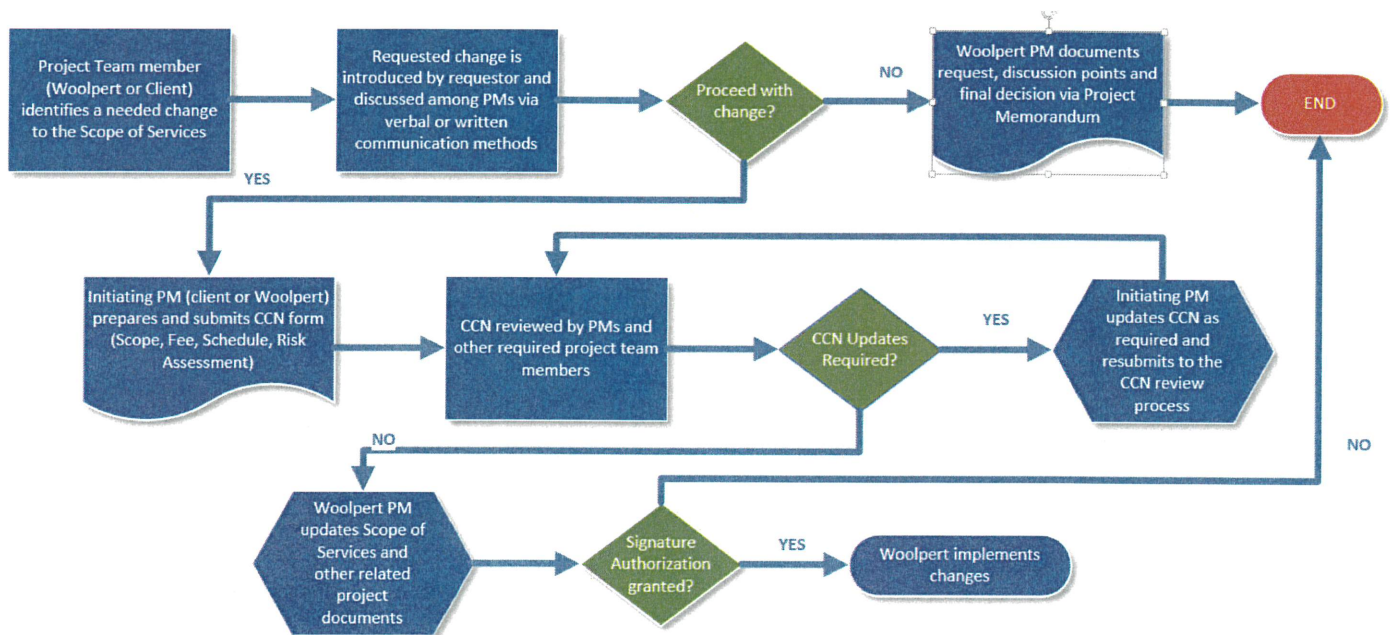
a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member will use a Change Control Notice (CCN) form as appropriate for the change:

- Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or another identified project impact
- Changes will be identified and communicated by/to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.
- All CCNs will be signed by both the City and Woolpert Project Managers to indicate acceptance of the changes.
- All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule and budget.

All request changes should be managed from their initiation through to their completion (acceptance or rejection) within twenty (20) business days from the start of the process. If the City and Woolpert PMs cannot reach common agreement on the request change within this time frame, the issue will be elevated to the next level of management (both City and Woolpert) for resolution. During the resolution process, all downstream project tasks potentially impacted by the requested change will be placed on hold until such time that resolution is achieved.

Each Change Control Notice (CCN) will clearly document the following:

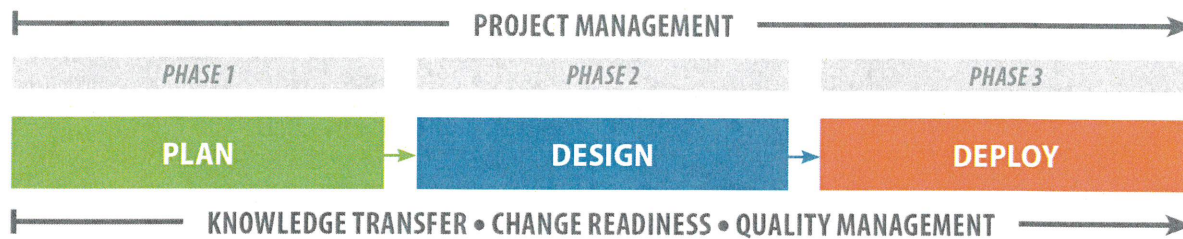
- Date.
- Change Control Number.
- CCN Initiated By.
- Original Scope of Services (language from the original scope that is being considered for change).
- Proposed Change (narrative of the proposed change(s) being sought).
- Schedule Impact (details about the impact of the proposed change(s) to the overall project schedule).
- Fee Impact (details on the impact of the proposed change(s) to the project budget).
- Risk Assessment (narrative discussion about the risks the proposed change(s) will introduce to the project and the ways in which said risk will be mitigated).
- Acceptance Signatures (Woolpert and City Project Managers).



Change Control Process

Implementation Approach

Woolpert has performed many Cityworks AMS implementations for a variety of asset classes. Woolpert understands the local and regional water staff's demanding workload and how critical their positions are to the continuous and safe water and wastewater operations. It is understood that planning and implementing the new Cityworks AMS solution, while important, is not a higher priority than the daily work performed to provide its customers outstanding service. Therefore, Woolpert has determined that the best solution for the track 3 implementation is a best practices approach, leveraging Woolpert's experience and expertise to deliver an initial Cityworks AMS configuration that addresses a significant percentage of the required features/functions prior to engaging the Core Team in configuration workshops. This approach will provide the City with the needed solution while being mindful of the limited time that the Core Team can commit to the project. The City Technical Team will take the lead performing configuration updates following delivery of the baseline configuration. To meet these objectives, Woolpert will employ a three-phased approach that is a hybrid of waterfall and agile methodologies. The three phases are Plan, Design, and Deploy.



Phase Plan and Design

The **Plan and Design Phase** is where Woolpert will work with City Core and Technical teams to understand the objectives, goals, and metrics, provide GIS recommendations, facilitate system integration and data migration discovery, and MySantaRosa business process revisions. Discovery findings will be memorialized in the form of system integration solution design deliverables. Woolpert will also participate in the reviews of the City's GIS asset registry to ensure the Cityworks configuration aligns with updates made to the GIS schema since the geodatabase design recommendations were delivered in late 2019.

Task 1.4 System Integration Solution Design (Spatial DNA)

The Woolpert Team will facilitate a series of workshops to gather system integration business and functional requirements. The task commences with a **remote CIS GIS Design Recommendations Review Meeting**. The purpose of this meeting is to review the Woolpert Team's GIS recommendations as it relates to the CIS Infinity system integration. The Woolpert Team will document any changes made to the CIS GIS Design Recommendations prior to proceeding with the system integration discovery workshops.

The Woolpert Team will facilitate a series of **System Integration Design Workshops**. The Design Workshops will map out the workflows for master data synchronization, service request management, and Advanced Utility Systems CIS. A Solution Design Worksheet will contain the message mapping, business rules, and any business logic required to support each Automation. The Woolpert Team will provide the City Technical Team with a **Request for Information (RFI)** to gather information from the City regarding its current IT system architecture, integrated system versions, FME system architecture, and the **CIS Infinity API Specifications**. The Woolpert Team will review the RFI and CIS Infinity API specifications prior to the discovery workshops. The workshop findings will be used to prepare **Discovery Findings and Solution Design** documents for the CIS integration. The Woolpert Team will facilitate **remote review meetings** to address comments and feedback from the City Core and Technical teams. Final acceptance of the Integration Findings and Solution Design documentation is required before proceeding with system integration development.

Related Sub-Tasks

Note: Sub-tasks in **green** are City Responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.4.4	CIS Integration Findings and Solution Design
1.4.4.1	Prepare First Draft Findings and Solution Design
1.4.4.2	Perform QAQC
1.4.4.3	Facilitate Remote First Draft Findings and Solution Design Review Meetings
1.4.4.4	Submit First Draft Findings and Solution Design
1.4.4.5	Review First Draft Findings and Solution Design Provide Feedback (City-Led Task)
1.4.4.6	Update First Draft Findings and Solution Design Per City Feedback
1.4.4.7	Perform QAQC
1.4.4.8	Submit Second Draft Findings and Solution Design
1.4.4.9	Review Second Draft Findings and Solution Design and Provide Feedback (City-Led Task)
1.4.4.10	Facilitate Remote Second Draft Findings and Solution Design Review Meetings
1.4.4.11	Update Second Draft Findings and Solution Design Per City Feedback
1.4.4.12	Perform QAQC
1.4.4.13	Submit Final Findings and Solution Design
1.4.4.14	Review and Accept Final Findings and Solution Design (City-Led Task)

Woolpert Team Deliverables

- Facilitate up to four (4) hours of remote RFI Review Meetings.
- Review CIS Infinity.
- Facilitate no more than eight (8) consecutive business days of remote System Integration Workshops.

Prepare CIS Infinity Findings and Solution Design Documentation (first draft, second draft, and final).

- Facilitate up to four (4) hours of remote SCADA Discovery Findings and Solution Design Review Meetings.
- Facilitate up to 20 hours of remote CIS Discovery Findings and Solution Design Review Meetings.

Assumptions

- The City is using CIS Infinity v.4.1.62
- The Statement of Work assumes there will be one (1) software upgrade per solution – Cityworks and CIS Infinity. Additional upgrades or changes to systems being integrated may require additional work or testing and would be considered additional services.
- The Woolpert Team will only use supported APIs for the CIS integrations. Additional fee will be required should custom APIs need to be developed to meet the system integration technical and functional requirements.
- Woolpert's role in this task will be limited to attending workshop sessions and providing the Spatial DNA Team Cityworks technical support.

City Responsibilities

- See Project Clarifications.
- Provide CIS and SCADA API Specifications.

Task 1.5 Phase 1 Acceptance and Close

This is the phase exit document that the City Project Manager signs indicating Woolpert has delivered the Phase 1 services in accordance with the Statement of Work. Several Phase 2 tasks will occur in tandem with Phase 1 tasks prior to Phase 1 acceptance and closeout.

Phase 2 Develop

At the start of the **Develop Phase** the Woolpert Team will have the necessary information to perform the **baseline Cityworks AMS configuration and system integration and data migration development**. Woolpert will facilitate a series of **remote Cityworks Configuration Workshops** to review the baseline configuration with the City Core Team and solicit feedback. The City Project TAS Team will take the lead performing configuration updates in Cityworks per CIS Core Team feedback, with Woolpert providing remote support.

The Woolpert Team will develop the **CIS system integration** based on the accepted CIS Integration Findings and Solution Design. An iterative development process will be employed for both tasks to allow the Woolpert and City teams to resolve defects in a timely manner.

Task 2.2 System Integration Development (Spatial DNA)

CIS Master Data Synchronization Automation

The **CIS Master Data Synchronization Automation** synchronizes reference or master data from your ERP and Tax, Utility Billing (CIS), or GIS systems to your work and asset management, CRM or Portal, or other systems. For the City, the Master Data Sync operations to license and support Master Data from CIS Infinity for Customers and Accounts to Cityworks.

CIS Service Request Automation

The **CIS Service Request Automation** workflows enable the generation of service requests in Advanced Utility Systems CIS utility billing solutions and have work orders or service requests generated in Cityworks, depending on the use case. The general integration workflows and data exchanges for the Service Request Automation. CIS service order attributes will be kept up to date with information added in Cityworks. The CIS Service Request Automation will support complete, close, and cancel use cases. Scenarios outlined thus far include the following:

Investigation Service Workflow. When a new investigation service order is created in CIS the Service Request Automation will create a corresponding investigation service request in Cityworks.

Install New Meter Service Request Workflow. When a new meter install service order is created in CIS, the Service Request Automation will create a new meter install work order in Cityworks;

After-Hours Meter Turn-On Service Workflow. When after-hours meter turn-on service order is created in CIS, the integration code will create a corresponding after-hours meter turn-on service request in Cityworks; and,

Work Order Created in Cityworks Workflow. When a qualifying work order is created in Cityworks the integration code will create a corresponding service order in CIS.

CIS - GIS Automation

The CIS – GIS automation, enables the synchronization of meter records in Advanced Utility Solutions' CIS Infinity utility billing system to GIS records in Esri ArcGIS. Scenarios outlined thus far include the following:

Meter Installation. Meters are related to a service location. When a new meter is installed, it is associated in CIS Infinity to an account (address) and customer (there may be several meters at one location associated to a customer, or one customer with multiple meters at various locations) and is created in the GIS as a new related record GIS to a service location geometry, with the service location address populated in the 'location' field.

Attribute Updates. Retrieve attribute information from CIS Infinity to associate to the new meter, including changes to meter status.

Related Sub-Tasks

Note: Sub-tasks in **green** are City Responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
2.2.1	FME Server Configuration
2.2.2	CIS Master Data Synchronization
2.2.3	CIS Service Request Automation
2.2.4	CIS - GIS Automation

Woolpert Team Deliverables

Prepare FME server in Spatial DNA Development Environment.

Configuration of *Connectors* for Cityworks AMS and Advanced Utility Systems (AUS) CIS. Key business objects in each system include, but are not limited to:

Cityworks AMS

- Customer Account
- Service Request
- Work Order
- Storeroom
- Account

AUS CIS

- Account
- Customer
- Service Order
- Meter

Configuration of *Automations* that incorporate business rules and business logic that cannot be managed within either application.

Development of Test Scenarios and Test Cases to support the User Acceptance Test.

Run the User Acceptance Test with City Subject Matter Experts in observation.

Record and diagnose any issues that come up in the User Acceptance Test. Perform corrective actions as required.

Knowledge transfer activities occur throughout the work in the form of involvement in design activities and decisions, build reviews, and integration workflows and FME Server configuration walkthroughs with technical staff.

Deploy the Automation to the FME Server production instance.

Assumptions

- Documentation deliverables will be limited to one two (2) rounds of review and revision. The City will ensure that they maintain correct licensing for API access to these systems.
- Integrations will be developed using supported APIs of the relevant systems. Where APIs were insufficient or not available, a City approved alternate approach to integration will be implemented.

City Responsibilities

- The City will coordinate any Spatial DNA requests for information or technical direction to System Service Providers for Advanced Utility System CIS and other required systems.
- The City will provide access to subject matter expertise as required to identify and/or resolve technical issues.

Task 2.4 Phase 2 Acceptance and Close

This is the phase exit document that the City Project Manager signs indicating Woolpert has delivered the Phase 2 services in accordance with the Statement of Work. Several Phase 2 tasks will occur in tandem with Phase 3 tasks prior to Phase 2 acceptance and closeout.

Phase 3 Deploy

The last phase is the **Deploy Phase**. This phase includes final demonstrations to show the system in its entirety (configuration, integrations, data migration, reporting, and dashboards). Once the demonstrations are complete, Woolpert and the City will execute the User Acceptance and Test Plan and Procedures. This document will outline how testing will occur, the roles and responsibilities of both Woolpert and the City, and how to test the system and the processes that Woolpert will use to assist the City with testing.

The Woolpert and City teams will lead the CIS Infinity user acceptance testing efforts. The Woolpert Team will lead the user acceptance preparation efforts. Woolpert will lead **remote Tester Training** prior to the **City-led User Acceptance Testing**, with the City Technical Team performing Cityworks configuration updates with remote Woolpert support.

Woolpert will facilitate **remote Train-The-Training End-User Training** and **Go-Live Support**. The training format provides the City an excellent knowledge transfer opportunity and will empower City staff to lead future end-user training efforts. The Woolpert Team will **perform Cityworks configuration and CIS system integration deployment** efforts to the City Production environment in tandem with the City-led End-User Training. The City Technical Team will lead the deployment. The phase closes with the Woolpert Team **providing two (2) consecutive weeks of remote Go-Live Support**.

Task 3.2 Test Cutover and Upgrade

Test cutover and upgrade will be covered in detail in the Track 3 Statement of Work. The City and Woolpert will collaboratively prepare a technical roadmap at the beginning of the CIS system integration effort that will include detailed cutover and upgrade milestones. The Woolpert Team will be responsible for the cutover testing and software upgrade regression testing, as well as go-live deployments of the Cityworks configuration and CIS system integration.

City Responsibilities

- The City Technical Team will ensure the City Production, Test, and Development environments are properly configured two (2) weeks prior to User Acceptance Testing Cutover.
- The City Technical Team will ensure the Woolpert Team has adequate access to the City Production, Test, and Development environments to perform Go-Live preparation activities.

Task 3.3 System Integration User Acceptance Testing and Documentation (Spatial DNA)

The Woolpert Team will develop a series of **Test Scenarios** and **Test Cases** to support User Acceptance Testing based on information gathered during System Integration and Design and Development. The City Testing Team will perform **User Acceptance Testing** in the Test Environment. The Woolpert Team will facilitate **daily stand-up meetings** with the City Testing Team to review and when possible, address issues in real-time. Any issues that cannot be addressed during the stand-up meetings will be performed and reviewed with the City Testing Team following deployment to the Test Environment.

Related Sub-Tasks

Note: Sub-tasks in **green** are City Responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.3.1	Testing Documentation
3.3.1.1	Prepare First Draft Test Scenarios and Test Cases
3.3.1.2	Perform QAQC
3.3.1.3	Facilitate Remote First Draft Test Scenarios and Test Cases Review Meeting
3.3.1.4	Submit First Draft Test Scenarios and Test Cases
3.3.1.5	Review First Draft Test Scenarios and Test Cases and Provide Feedback (City-Led Task)
3.3.1.6	Update First Draft Test Scenarios and Test Cases Per City Feedback
3.3.1.7	Perform QAQC

WBS	Task Name
3.3.1.8	Facilitate Remote Second Draft Test Scenarios and Test Cases Review Meeting
3.3.1.9	Submit Second Draft Test Scenarios and Test Cases
3.3.1.10	Review Second Draft Test Scenarios and Test Cases and Provide Feedback (City-Led Task)
3.3.1.11	Update Second Draft Test Scenarios and Test Cases Per City Feedback
3.3.1.12	Perform QAQC
3.3.1.13	Submit Final Test Scenarios and Test Cases
3.3.1.14	Review and Accept Final Test Scenarios and Test Cases (City-Led Task)
3.3.2	User Acceptance Testing
3.3.2.1	CIS Master Data Synchronization Automation
3.3.2.1.1	Perform Testing (City-Led Task)
3.3.2.1.2	Provide Remote Testing Support
3.3.2.1.3	Perform Updates Per City Feedback
3.3.2.2	CIS Service Request Automation
3.3.2.2.1	Perform Testing (City-Led Task)
3.3.2.2.2	Provide Remote Testing Support
3.3.2.2.3	Perform Updates Per City Feedback
3.3.2.3	CIS - GIS Automation
3.3.2.3.1	Perform Testing (City-Led Task)
3.3.2.3.2	Provide Remote Testing Support
3.3.2.3.3	Perform Updates Per City Feedback
3.3.3	Integration Acceptance (City-Led Task)

Woolpert Team Deliverables

- Prepare Test Scenarios and Test Cases (first draft, second draft, and final).
- Facilitate up to 10 hours of remote Draft Test Scenarios and Test Cases review meetings.
- Provide up to 20 hours of remote testing support for each integration touchpoint.
- Perform system integration updates per City feedback.

Assumptions

- User acceptance testing will be performed in the City Test Environment.
- The Spatial DNA Team will lead the system integration acceptance testing effort.

City Responsibilities

- Perform user acceptance testing for each system integration.

Task 3.6 Go-Live Support

Immediately following the training, go-live cutover tasks will begin. Cutover tasks are those that were designed in the Test Cutover Plan in Task 3.2. Woolpert, and the City Technical Team will coordinate the efforts based on the cutover plan and schedule tasks accordingly. Woolpert will conduct a remote review meeting to finalize the cutover plan and ensure all participating individuals are confident in their roles and responsibilities. Once the cutover is successfully complete, the City will be ready to go-live with the new solution. Woolpert will provide **remote Go-Live Support** to assist with coaching new users and making minor revisions as needed to support the effort. In addition, Spatial DNA and Centric Consulting will provide remote system integration, enterprise data warehouse, and IT infrastructure support. After a successful go-live, the City Technical Team will update the

Test and Development environments with a restoration of the Production Environment. Lastly, Woolpert will provide a final zip file of all deliverables provided from the project to the City Project Manager for future reference.

Related Sub-Tasks

Note: Sub-tasks in **green** are City Responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.6.1	System Integration Deployment (Spatial DNA/City)
3.6.1.1	CIS Master Data Synchronization Automation
3.6.1.2	CIS Service Request Automation
3.6.1.3	CIS - GIS Automation
3.6.4	Update City Test and Development Environments (City-Led Task)

Woolpert Team Deliverables

- Provide up to 80 hours over 10 consecutive business days of remote system integration support.

Assumptions

- None

City Responsibilities

- Perform CIS system integration City Production Environment deployment testing.

Task 3.7 Phase 3 Acceptance and Close

This is the phase exit document that the City Project Manager signs indicating Woolpert has delivered the Phase 3 services in accordance with the Statement of Work. Several Phase 3 tasks will occur in tandem with Phase 2 tasks prior to Phase 2 acceptance and closeout.

Phase 80 Quality Control

Woolpert Team technical resources not regularly involved with this implementation will perform an independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Fee Summary

The Statement of Work will be performed on a firm fixed fee basis.

City of Santa Rosa, CA Track 3 Cityworks AMS Implementation		
PA	Phase PA Project Administration	
	Phase PA Project Administration Subtotal	\$ 35,000.00
1	Phase 1 Plan	
1.4	System Integration Solution Design (Spatial DNA)	\$ 68,160.00
1.5	Acceptance and Close	\$ -
	Phase 1 Plan Subtotal	\$ 68,160.00
2	Phase 2 Design	
2.2	System Integration Development (Spatial DNA)	\$ 37,940.00
2.3	Acceptance and Close	\$ -
	Phase 2 Design Subtotal	\$ 37,940.00
3	Phase 3 Deploy	
3.2	Test Cityworks and CIS System Integration Cutover and Upgrade	\$ 5,000.00
3.3	System Integration User Acceptance Testing and Documentation (Spatial DNA)	\$ 61,960.00
3.6	Go-Live Support	\$ 35,300.00
3.7	Acceptance and Close	\$ -
	Phase 3 Deploy Subtotal	\$ 102,260.00
80	Phase 80 Quality Control	
	Phase 80 Quality Control Subtotal	\$ 10,900.00
	Total	\$ 254,260.00

NOTE: The total estimated project fees for time and materials tasks shown above is an estimate only. The actual and final project fees will be either HIGHER or LOWER than the estimate shown. If, or when, Woolpert's billable fee reaches 80% of the total estimated project fee shown above, Woolpert and the City will together review the remaining Statement of Work tasks and associated budget. Should it be determined that the Statement of Work cannot be completed with the remaining project fees, the City will decide if additional project fees will be added to the project so that Woolpert can complete the Statement of Work.

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



WOOLINC-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102 <i>Morgan Biggerstaff</i> Morgan Biggerstaff (Oct 10, 2022 12:14 PDT)	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com		
INSURED Woolpert Inc. 4454 Idea Center Boulevard Dayton, OH 45430-1500	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co. of America A++, XV		25666
	INSURER B : Phoenix Insurance Company A++, XV		25623
	INSURER C : Travelers Property Casualty Company of America		25674
	INSURER D : National Union Fire Insurance Company		19445
	INSURER E : Continental Casualty Company (CNA) A, XV		20443
INSURER F : Beazley Syndicate 2623/623 at Lloyd's A+, XV		112862	

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	P6309P881661	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000						
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							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						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	8109P881648	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
							BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$						
							PROPERTY DAMAGE (Per accident) \$						
							\$						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-1T790932-22-NF	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 10,000,000						
							AGGREGATE \$ 10,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	11326673	3/1/2022	3/1/2023	☒ PER STATUTE ☐ OTH-ER						
							E.L. EACH ACCIDENT \$ 1,000,000						
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
E	Professional Liab.			AEH288355072	3/1/2022	3/1/2023	Per Claim/Aggregate 5,000,000						
F	Cyber Liability			TBD	3/1/2022	3/1/2023	Per Claim/Aggregate 5,000,000						

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

The City of Santa Rosa, its officers, agents, employees and volunteers are included as Additional Insureds with respects to the above General Liability (per attached endorsement CG D6 04 02 19) and Automobile Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Rosa
35 Stony Point Road
Santa Rosa, CA 95401

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

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2022 forms a part of

Policy No. WC 113-26-673 Issued to Woolpert, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2% of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none">A. Non-Owned Watercraft – 75 Feet Long Or LessB. Who Is An Insured – Unnamed SubsidiariesC. Who Is An Insured – Retired Partners, Members, Directors And EmployeesD. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And EmployeesE. Who Is An Insured – Newly Acquired Or Formed Limited Liability CompaniesF. Blanket Additional Insured – Controlling InterestG. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none">H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To PremisesI. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To OperationsJ. Incidental Medical MalpracticeK. Medical Payments – Increased LimitL. Amendment Of Excess Insurance Condition – Professional LiabilityM. Blanket Waiver Of Subrogation – When Required By Written Contract Or AgreementN. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

COMMERCIAL GENERAL LIABILITY

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver 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 its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that 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 person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or 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", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or 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", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietitian, nutritionist,

COMMERCIAL GENERAL LIABILITY

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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 written 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" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Please Approve Ins Doc per CAO Review Notes - Woolpert

Final Audit Report

2022-10-10

Created:	2022-09-19
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr9O9FbmBopm8umNfTLRcL5H4bX3bsl2D

"Please Approve Ins Doc per CAO Review Notes - Woolpert" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2022-09-19 - 5:12:24 PM GMT
-  Document emailed to Patti Salomon (PSalomon@srcity.org) for delegation
2022-09-19 - 5:13:13 PM GMT
-  Document signing delegated to mbiggerstaff@srcity.org by Patti Salomon (PSalomon@srcity.org)
2022-10-10 - 6:48:43 PM GMT
-  Document emailed to mbiggerstaff@srcity.org for signature
2022-10-10 - 6:48:43 PM GMT
-  Email viewed by mbiggerstaff@srcity.org
2022-10-10 - 7:02:40 PM GMT
-  Signer mbiggerstaff@srcity.org entered name at signing as Morgan Biggerstaff
2022-10-10 - 7:14:19 PM GMT
-  Document e-signed by Morgan Biggerstaff (mbiggerstaff@srcity.org)
Signature Date: 2022-10-10 - 7:14:22 PM GMT - Time Source: server
-  Agreement completed.
2022-10-10 - 7:14:22 PM GMT

Please Sign - CIS CityWorks PSA

Final Audit Report

2022-10-27

Created:	2022-10-14
By:	Catherine Noceti (cnoceti@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWxwnxN_rgx_-LsVO-r0MSaYCKnEf0fAL

"Please Sign - CIS CityWorks PSA" History

-  Document created by Catherine Noceti (cnoceti@srcity.org)
2022-10-14 - 11:19:30 PM GMT
-  Document emailed to scott.cattran@woolpert.com for signature
2022-10-14 - 11:21:20 PM GMT
-  Email viewed by scott.cattran@woolpert.com
2022-10-16 - 2:25:43 PM GMT
-  Signer scott.cattran@woolpert.com entered name at signing as scott cattran
2022-10-16 - 3:21:52 PM GMT
-  Document e-signed by scott cattran (scott.cattran@woolpert.com)
Signature Date: 2022-10-16 - 3:21:54 PM GMT - Time Source: server
-  Document emailed to Josh Heid (josh.heid@woolpert.com) for signature
2022-10-16 - 3:21:56 PM GMT
-  Email viewed by Josh Heid (josh.heid@woolpert.com)
2022-10-16 - 5:49:04 PM GMT
-  Document e-signed by Josh Heid (josh.heid@woolpert.com)
Signature Date: 2022-10-18 - 9:27:46 PM GMT - Time Source: server
-  Document emailed to Patti Salomon (PSalomon@srcity.org) for delegation
2022-10-18 - 9:27:48 PM GMT
-  Document signing delegated to mbiggerstaff@srcity.org by Patti Salomon (PSalomon@srcity.org)
2022-10-25 - 10:45:12 PM GMT
-  Document emailed to mbiggerstaff@srcity.org for signature
2022-10-25 - 10:45:12 PM GMT

 Email viewed by mbiggerstaff@srcity.org

2022-10-25 - 11:19:04 PM GMT

 Signer mbiggerstaff@srcity.org entered name at signing as Morgan Biggerstaff

2022-10-27 - 0:39:04 AM GMT

 Document e-signed by Morgan Biggerstaff (mbiggerstaff@srcity.org)

Signature Date: 2022-10-27 - 0:39:07 AM GMT - Time Source: server

 Agreement completed.

2022-10-27 - 0:39:07 AM GMT