

Exhibit A

**SEVENTH AMENDMENT  
ENTERPRISE ASSET MANAGEMENT AGREEMENT NUMBER 01-6191  
WITH INFOR PUBLIC SECTOR**

This Seventh Amendment to Agreement number 01-6191 ("Agreement") is made as of this 11th day of Dec., 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Infor Public Sector, a California corporation ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement, dated May 14, 2001, for Contractor to provide Hansen enterprise asset management system software licenses and services on an ongoing basis, through the term of the "Enterprise Asset Management Agreement" as previously amended by Amendment No. 1, dated June 8, 2001, to name the Hansen Project Manager; by Amendment No. 2, dated June 28, 2001, to add Street and Storm Water modules; add project management, data conversion and training services; and increase the annual service and maintenance fee; by Amendment No. 3, dated December 13, 2001, to delete data conversion and increase project management services; by Amendment No. 4, dated February 2, 2002, to add customer service licenses; by Amendment No. 5, dated March 21, 2002, to add customer service licenses; and by Revised Amendment No. 6, dated September 30, 2003, to transfer four modules from Public Works to the Department of Utilities.
- B. On December 31, 2012, Article I of the Restated Articles of Incorporation of Hansen Information Technologies, a California corporation, amended the name of the corporation to Infor Public Sector.
- C. City and Contractor now desire to amend the Agreement to reflect the amended name of the Contractor; to reflect and ratify the purchase of licenses and services paid for by purchase order rather than amendment; to increase compensation to purchase additional licenses and fund future service and maintenance; add insurance requirements and change the City project manager.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

## 1. TERM OF AGREEMENT

Section 3 of the Agreement as defined in Section 2, is amended to add the following: "The term of this Entire Agreement shall end on June 30, 2019. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to two (2) additional one year terms."

## 2. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by: \$1,138,433.28, for the following:

2001-2016 Licenses and Services paid by Purchase Order (Exhibit D)	\$	949,910.72
2017 New Software Licenses and Support (Exhibit E)	\$	23,420.83
2017/18 Maintenance and Support Renewal (Exhibit F)	\$	75,101.73
2018/19 Estimated Maintenance and Support Renewal	\$	90,000.00
<b>Seventh Amendment total</b>	<b>\$</b>	<b>1,138,433.28</b>

Original Agreement (Exhibit D)	\$	244,300.00
Amendment No. 1	\$	0.00
Amendment No. 2	\$	37,960.00
Amendment No. 3	\$	0.00
Amendment No. 4	\$	5,900.00
Amendment No. 5	\$	11,800.00
Revised Amendment No. 6	\$	0.00
<b>Agreement total</b>	<b>\$</b>	<b>299,960.00</b>

Seventh Amendment total	\$	1,138,433.28
Agreement Total	\$	299,960.00
<b>Total not to exceed total</b>	<b>\$</b>	<b>1,438,393.28</b>

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$1,438,393.28 of which \$1,249,870.72 has previously been paid pursuant to, the Agreement, Amendments No. 1 thru No. 6, and purchase orders.

The Chief Financial Officer is authorized to pay all proper claims not previously paid from Charge Number 350307.

### 3. PAYMENT TO THE CONTRACTOR

Section 5 is amended to change the address for invoice submittals to:  
City of Santa Rosa, Santa Rosa Water, 69 Stony Circle, Santa Rosa, CA 95401.

### 4. PROJECT MANAGEMENT

Section 8 is amended to change the City project manager to:

Kimberly Maker  
69 Stony Point Road  
Santa Rosa, CA 95404  
707 543-4705  
kmaker@srcity.org

### 5. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement.

All other terms of the Agreement shall remain in full force and effect.

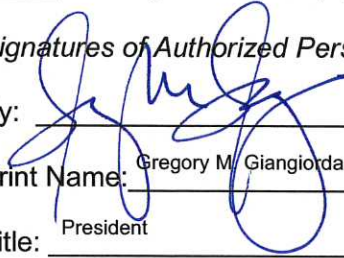
Executed as of the day and year first above stated.

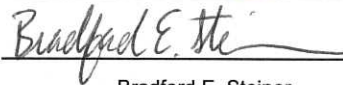
**CONTRACTOR:**

Name of Firm:  
Infor Public Sector,  
TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By:   
 Print Name: Gregory M. Giangiordano  
 Title: President

By:   
 Print Name: Bradford E. Steiner  
 Title: Secretary

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

  
 Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.  
\_\_\_\_\_

Attachments:

- Exhibit D- 2001-2016 Summary of Financial Activities
- Exhibit E- 2017 New Software licenses and support
- Exhibit F- 2017/18 Maintenance and Support Renewal
- Attachment One - Insurance Requirements

# Summary of Financial Activities – Exhibit D

## 2001-2016

FY	Activity	Amount	License Purchased															
			Sewer	Water	Plant/Fleet	Parks	Storm	Cust Service	Streets	Tab Editor	Adv Insp	Firma Based TV Insp.	Nextek	Geoadministrator	Integr. Map Viewer	Basic Inv Control	Image Display	Total
<b>2001/02</b>	<b>Original Contract and Amendments 1-6</b>																	
	Original Contract # 01-6191	\$244,300.00	15	10	10			10		1	1	1				1	1	
	Amendment No. 1, Project Manager name change	\$0.00																
	Amendment No. 2, Additional Services, Licenses and Maintenance *	\$37,960.00					2		1									
	Amendment No. 3, Compensation schedule change in language	\$0.00																
	Amendment No. 4, Additional Services, Licenses and Maintenance	\$5,900.00						5										
	Amendment No. 5, Additional Services, Licenses and Maintenance	\$11,800.00						10										
<b>2003/04</b>	<b>Amendment No. 6, Transfer license rights to Utilities from Public Works</b>	\$0.00																
	<b>Contract subtotal</b>	<b>\$299,960.00</b>																
<b>2017/18</b>	<b>Proposed Amendment No. 7</b>																	
	Additional Licenses and Maintenance	\$23,420.83			3	2			3									
	2017/18 Annual Maintenance Renewal	\$75,101.73																
	2018/19 Estimated Annual Maintenance Renewal	\$90,000.00																
	<b>Amendment No. 7 Total</b>	<b>\$188,522.56</b>																
	<b>Previously Paid by Purchase Order</b>																	
<b>2002/03</b>	<b>PO# 110221 – Annual Renewal</b>	<b>\$25,650.00</b>																
	July 31, 2001 Payment to Hansen for 1 street license																	
	PO# 109543 Payment to Hansen for 1 street license no PO copy																	
	PO#110703 - Additional Licenses and Maintenance	\$36,400.00		5	5				1									
<b>2003/04</b>	<b>PO# 112717 – Annual Renewal</b>	<b>\$38,713.00</b>																
	8/14/2003 License for Streets - No record available of purchase																	
	PO# 113265 Nextek license, Software Install, Training	\$11,050.00							2				1					
<b>2004/05</b>	<b>PO# 113974 – Annual Renewal (Streets license appears for maintenance )</b>	<b>\$43,777.20</b>																
<b>2005/06</b>	<b>PO# 115129 – Annual Renewal</b>	<b>\$44,652.00</b>																
<b>2006/07</b>	<b>June 21, 2006, PO# 116364 - Annual Renewal</b>	<b>\$45,545.00</b>																
<b>2007/08</b>	<b>July 9, 2007, PO# 117938 – Annual Renewal</b>	<b>\$46,456.00</b>																
<b>2008/09</b>	<b>July 2, 2008, PO# 119233 - Annual Renewal</b>	<b>\$47,429.25</b>																
	November 24, 2008, PO# 119644– Additional Licenses and Maintenance	\$18,614.47											1		5			
	June 7, 2009, PO# 120216- Additional Licenses and Maintenance	\$17,282.00		4														
<b>2009/10</b>	<b>July 14, 2009, PO# 120308 - Annual Renewal</b>	<b>\$50,701.95</b>																
<b>2010/11</b>	<b>July 12, 2010, PO# 121201– Annual Renewal</b>	<b>\$54,996.36</b>																
	October 20, 2010, PO# 131391 - Additional Licenses and Maintenance-Need PO copy	\$16,406.16					4											
<b>2011/12</b>	<b>March 8, 2011, PO# 133489 – Annual Renewal - Copy of PO Not Available</b>	<b>\$59,149.08</b>																
<b>2012/13</b>	<b>July 16, 2012, PO# 137074 - Annual Renewal</b>	<b>\$60,454.18</b>																
<b>2013/14</b>	<b>July 5, 2013, PO# 140797 - Annual Renewal</b>	<b>\$61,792.71</b>																
	May 1, 2014, PO# 144162- Additional Licenses and Maintenance	\$16,745.20						4	4									
<b>2014/15</b>	<b>July 9, 2014, PO# 144899 - Annual Renewal</b>	<b>\$72,002.31</b>																
<b>2015/16</b>	<b>July 16, 2015, PO# 148070 - Annual Renewal</b>	<b>\$67,966.51</b>																
	July 16, 2015, PO# 148089 - Additional Licenses and Maintenance	\$41,082.74		4	4	4		6										
	June 30, 2016 - Dropped Geoadministrator	\$0.00																
<b>2016/17</b>	<b>July 26, 2016, PO# 151417 - Annual Renewal</b>	<b>\$73,044.60</b>																
	<b>Previously Paid by Purchase Order Subtotal</b>	<b>\$949,910.72</b>																
	<b>Total Number of Licenses</b>		<b>15</b>	<b>23</b>	<b>22</b>	<b>10</b>	<b>4</b>	<b>35</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>127</b>
	<b>Compensation Summary</b>																	
	<b>Previously Paid Contracts and Amendments 1-6</b>	<b>\$299,960.00</b>																
	<b>Previously Paid Purchase Orders</b>	<b>\$949,910.72</b>																
	<b>Sub Total</b>	<b>\$1,249,870.72</b>																
	<b>Proposed Amendment 7</b>	<b>\$188,522.56</b>																
	<b>Total of Contract, Amendments 1-6, PO's and Amendment 7, Not to Exceed</b>	<b>\$1,438,393.28</b>																

\* No record of purchase of Storm. Not reflected in license total





Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Limited Software License Agreement between Infor Public Sector, Inc. ("Infor") and City of Santa Rosa, California ("Licensee") with an effective date of May 14, 2001 (the "License Agreement").

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs);

I. Component Systems

PROD: Santa Rosa

Table with 6 columns: Part # (if applicable), Component Systems, User Restriction\* (Quantity, Type), and Support Level\*\*. Rows include Hansen 7.x - Complex/Parks, Hansen 7.x - Plant/Fleet, Hansen 7.x - Street, and a Total License Fee of \$19,250.00.

\* If specified in the User Restriction field:

- "CU" = Concurrent Users - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

\*\* Support Level:

\*\*Support Level: Descriptions of the Support levels can be found at

http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/.

"XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Elite (24x7) Plus

II. Support Services

Additional Annual Support Fee: \$3,850.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: Order Form Date through Thirteen (13) months from Order Form Date.

Fee for Initial Term of Support : \$4,170.83

Total Amount Due (before applicable taxes): \$23,420.83

**Payment Terms:**

Payment is due within 15 days of Order Form Date.

Unless otherwise specified all amounts are in United States Dollar.

Currency: USD

**Equipment (on which Component Systems will be installed):**

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

Licensee Account ID: 372708

Infor GL ID: US06A

Account Executive Name: Michele McDowell

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:
City of Santa Rosa Department of Public Works 69 Stony Circle Santa Rosa, CA 95401 USA	City of Santa Rosa Department of Public Works 69 Stony Circle Santa Rosa, CA 95401 USA
Contact Name: Kimberly Maker	Contact Name: Kimberly Maker
Contact Title:	Contact Title:
Contact Phone: (707) 543-4507	Contact Phone: (707) 543-4507
Contact email: kmaker@srcity.org	Contact email: kmaker@srcity.org

**III. Additional Terms**

Delivery is FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

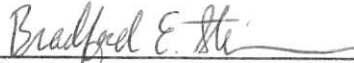
No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The pricing set forth in this offer is valid if accepted by Licensee by July 31, 2017.

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: Infor Public Sector, Inc.



Signature  
Bradford E. Steiner

Typed or Printed Name  
Secretary

Title

Date

for: City of Santa Rosa, California

(Licensee)

Signature

Typed or Printed Name

Title

Date





641 Avenue of the Americas  
New York, NY 10011  
800-260-2640  
infor.com

January 3, 2017

City of Santa Rosa  
Department of Public Works  
69 Stony Circle  
Santa Rosa, CA 95401  
ATTN: Kimberly Maker  
Acct# 1-372708

#### Maintenance & Support Renewal

Hello Kimberly Maker,

The following is an estimate for Maintenance & Support for your Infor software. Infor looks forward to continuing to provide you with product support in the future.

Payment is expected in full by the expiration date of the current term which will guarantee that you will not experience any interruption to your Infor Xtreme Support. The payment due date will be included on the invoice Infor will send to you.

#### HANSEN Support (Account # 1-372708)

8-1-17/7-31-18	\$75,101.70
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#### Benefits

- Maintenance help desk 24 hours a day 5 days a week
- Ability to view and update your support incident history and status
- Product knowledge base
- Access to the latest product information about new releases
- Ability to download product upgrades and documentation
- Ability to submit feedback on Infor products and service

This estimate is based on software that is listed below for the City of Santa Rosa. If any additional licenses are purchased, these amounts will increase. Taxes may be applied to invoice if applicable. ***This is an estimate only and may be modified by Infor.***

We look forward to assisting your company and providing you with valuable software support. If you have any questions or concerns please contact me at 916-474-5041 or [Shawna.Wagner@infor.com](mailto:Shawna.Wagner@infor.com)

Sincerely,

Infor  
Shawna Wagner  
Sr. Subscription Services Manager

Account #1-372708

SKU	SKU Description	Qty	License	Amount
H7LSI	Hansen 7.x - Advanced Inspections	1	Concurrent Users	1,805.48
H7BIC	Hansen 7 - Basic Inventory Control	1	Named Users	0.00
H7FTV	Hansen 7.x - Formula Based TV Insp.	1	Concurrent Users	0.00
H7AW-01	Hansen 7.x - Water	15	Concurrent Users	14,445.84
H7AP-01	Hansen 7.x - Plant/Fleet	15	Concurrent Users	9,028.61
H7AE-01	Hansen 7.x - Street	4	Concurrent Users	3,800.04
H7AS-01	Hansen 7.x - Sewer	15	Concurrent Users	14,445.84
H7ID	Hansen 7.x - Image Display	1	Concurrent Users	0.00
H7TAB	Hansen 7.x - Tab Editor	1	Concurrent Users	4,815.26
H7CS-02	Hansen 7.x - Customer Service - COMBINED	25	Concurrent Users	6,019.07
NZTK-HNDEU	Neztek Data Utility Exchange	1	Named Users	1,319.41
H7AW-01	Hansen 7.x - Water	4	Concurrent Users	3,621.99
MARS-IMV	Hansen Integrated Map Viewer	5	Named Users	0.00
H7APC-01	Hansen 7.x - Complex/Parks	4	Concurrent Users	4,330.47
H7AT-01	Hansen 7.x - Storm	4	Concurrent Users	3,049.01
H7CS-02	Hansen 7.x - Customer Service - COMBINED	4	Concurrent Users	762.25
H7APC-01	Hansen 7.x - Complex/Parks	4	Concurrent Users	2,552.82
H7AP-01	Hansen 7.x - Plant/Fleet	4	Concurrent Users	1,595.51
H7AW-01	Hansen 7.x - Water	4	Concurrent Users	2,552.82
H7CS-02	Hansen 7.x - Customer Service - COMBINED	6	Concurrent Users	957.31



Invoice	Invoice Date	Due Date
P - 4207-US06A	03/30/2017	07/01/2017

## Invoice

**Bill to:** City of Santa Rosa  
 Department of Public Works  
 69 Stony Circle  
 Santa Rosa, CA 95401  
 USA  
 Attn: Tara Norman

**Deliver To:** City of Santa Rosa  
 Department of Public Works  
 69 Stony Circle  
 Santa Rosa, CA 95401  
 USA  
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372708			USD

Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Hansen 7.x - Advanced Inspections	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7 - Basic Inventory Control	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7.x - Formula Based TV Insp.	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7.x - Water	Santa Rosa	PROD	1	15	08/01/2017	07/31/2018
Hansen 7.x - Plant/Fleet	Santa Rosa	PROD	1	15	08/01/2017	07/31/2018
Hansen 7.x - Street	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Sewer	Santa Rosa	PROD	1	15	08/01/2017	07/31/2018
Hansen 7.x - Image Display	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7.x - Tab Editor	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7.x - Customer Service - COMBINED	Santa Rosa	PROD	1	25	08/01/2017	07/31/2018
Neztek Data Utility Exchange	Santa Rosa	PROD	1	1	08/01/2017	07/31/2018
Hansen 7.x - Water	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen Integrated Map Viewer	Santa Rosa	PROD	1	5	08/01/2017	07/31/2018
Hansen 7.x - Complex/Parks	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Storm	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Customer Service - COMBINED	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018

Carry Forward

0.00



Invoice	Invoice Date	Due Date
P - 4207-US06A	03/30/2017	07/01/2017

## Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
Hansen 7.x - Complex/Parks	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Plant/Fleet	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Water	Santa Rosa	PROD	1	4	08/01/2017	07/31/2018
Hansen 7.x - Customer Service - COMBINED	Santa Rosa	PROD	1	6	08/01/2017	07/31/2018
TAX(Type RE - CA) 0.00						

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager  
 Phone: +19164745041  
 Email: Shawwna.Wagner@infor.com

**Remit to:**

Infor Public Sector, Inc.  
 4213 Solutions Center  
 Lockbox 774213  
 Chicago, IL 60677-4002  
 USA  
 Cash.Applications@infor.com  
 EFT: Wells Fargo Bank  
 ABA #: 121000248  
 Account #: 4121484505

**Please pay invoice by due date to avoid interruptions in support.**

Net	Tax	Total:
75,101.73	0.00	75,101.73

**Payment Terms:**

See Due Date.

**Special Instructions:**

For questions, please contact at 678-319-8000 or email Infor.Collections@infor.com

**Invoice Total:** USD 75,101.73

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA  
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees  
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
TECHNOLOGY 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.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
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. <b>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.</b>
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)	\$ 2 million per claim \$ 2 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 (3) 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.
5. Cyber Liability (included as part of Professional Liability policy)	\$ 2 million per occurrence \$ 2 million aggregate	Covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion



and network security. Such coverage is required if any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Consultant is engaged with City for such length of time as necessary to cover any and all claims.

**B. Endorsements:**

1. The Commercial General Liability, Business Auto Coverage, and Workers' Compensation 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. The following liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. In regards to the Commercial General Liability, Business Auto Coverage, and Workers' Compensation policies, 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. **In regards to the Commercial General Liability policy, 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 the applicable ISO Form .

**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.

**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. 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 request modifications to 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. In order to be effective, any such modifications must be mutually agreed upon in a writing and signed by the parties.