

## EXHIBIT A

**MS1™ Capital Cost**

Description	Unit/Cost
Multi Space Parking Pay Stations (Pay-by-Plate, Solar, Card and Coin, with 1 coin vault included)	\$5,450
Additional 12 month warranty (for total of 24 months)	\$295
Freight	\$200
Install (3 minimum or \$600)	\$200
Additional Coin vaults	\$195
Communication Fees-Monthly	\$55
Itemized Part List (includes 53-coin vaults – more details on next page)	\$25,683
Regularly Hourly Rates for contractor repair technician, if warranty no longer applies	\$75/hour
Overtime (8 hr. min)	\$125/hour
Holiday (8 hr. Min)	\$250/hour
Optional Upgrade to Color Screen	\$1,000

*NOTE: Installation includes a surface mount. No concrete work is included. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. All fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the US City Average.*

**Economies of Scale Unit/Cost (5 Year Period)**

Description	Year 1	Year 2*	Year 3*	Year 4*	Year 5*
Multi Space Parking Pay Stations (Pay-by-Plate, Solar, Includes 12month warranty & coin vault)	\$5,450	\$5,450	\$5,450	\$5,450	\$5,450
Additional 12 month warranty	\$295	\$295	\$295	\$295	\$295
Freight	\$200	\$200	\$200	\$200	\$200
Install (3 minimum or \$600)	\$200	\$200	\$200	\$200	\$200
Additional Coin vaults	\$195	\$195	\$195	\$195	\$195
Communication Fees-Monthly	\$55	\$55	\$55	\$55	\$55
Itemized Part List (includes 50 coin vaults)	\$21,933	\$295/Unit	\$295/Unit	\$295/Unit	\$295/Unit
Regularly Hourly Rates for Contractor Repair, technician, if warranty no longer applies	\$75/hour	\$75/hour	\$75/hour	\$75/hour	\$75/hour
Overtime (8 hr. min)	\$125	\$125	\$125	\$125	\$125
Holiday (8 hr. Min)	\$250/hour	\$250/hour	\$250/hour	\$250/hour	\$250/hour
Optional Upgrade to Color Screen	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

*\*NOTE: In Years 2-5, IPS may adjust due to changes in inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the US City Average based on the prices listed above.*

**Initial Recommended Spare Parts List**

Parts	Price per/ unit	QTY	QTY
Standard Card Reader Assembly	\$129.00	7	\$903
Coin Validator Assembly	\$75.00	7	\$525
Solar Panel Replacement Kit	\$795.00	1	\$795
Main Operating Board (with LCD and modem)	\$995.00	5	\$4,975
Armored Glass Replacement	\$125.00	5	\$625
Thermal Printer	\$795.00	5	\$3,975
Back up Battery	\$324.00	5	\$1,620
Additional Large Coin Canister	\$195.00	53	\$10,335
Individual Key for maintenance and vault	\$29.00	5	included
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$25.00	150	\$3,750.00
One Time Discount			(\$1,820)
<b>TOTAL</b>			<b>\$25,683</b>

*NOTE: Installation includes a surface mount. No concrete work is included. The BNA option comes with a 24-month warranty standard. Additional extended warranty for BNA will be priced upon request. Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.*

**MS1™ Ongoing Costs**

Fee Type	On-Street Monthly Fee
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per pay-station per month)	\$55.00
Secure Credit Card Gateway Fee (per transaction)	Included

*NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined above. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the US City Average, and will not exceed 3% annually.*

## Validation Program

Validation Program	Price per unit	Qty
Smart Card Charging/Loading Station	\$2,500.00	1
Smart Card (custom, art and design included)	\$5.25	TBD
Token (will be sourced and quoted if desired)	TBD	TBD
Digital Validation Program (custom or standard)	Depends on Scope	TBD

## Integration Costs

Product/Service	Price per unit
Standard Integration Set Up Costs with TurboData	\$0 for standard integration
Ongoing integration costs with TurboData	\$0 for standard integration
Integration set up costs with Tannery Creek	\$0 for standard integration
Ongoing integration costs with Tannery Creek	\$0 for standard integration
Custom Integration with 3rd Party Provider that requires additional engineering	Subject to Quotation Based on Specification
Ongoing Custom Integration with 3rd Party Provider that requires engineering	Subject to \$0.50 per space / month or \$10 per pay-station per month

**Implementation:** IPS shall integrate with 3<sup>rd</sup> party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3<sup>rd</sup> party integration setup, however, if any city designated 3<sup>rd</sup> party charges IPS for such implementation or the integration is non-standard, then those charges will be quoted to the City.

## Optional E-Lock Program

Medeco Nexgen Elock Part Pricing (other items to be quoted as needed)	Price per unit
Nexgen Retrofit Cylinder Only	\$165.00
Nexgen Collector Key Rechargeable	\$563.00
Key Docking Station Kit w/Power Supply	\$750.00
Serial Server, Multi-Port for Batch Key Programming	\$3,250.00
Contact Cleaner Pen	\$95.00
Nexgen Maintenance Kit	\$298.00

## MS1™ Spare Parts List

MS1™ & Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Assembly	\$129.00
AC power upgrade kit	\$150.00
Coin Validator Assembly	\$75.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00
Additional 600 note stacker cartridge*	\$230.00
Solar Panel Replacement Kit	\$795.00
Main Operating Board (with LCD and modem)	\$995.00
LCD Display only	\$295.00
LCD Armored Glass only	\$125.00
Thermal Printer	\$795.00
4-key Horizontal Keypad	\$69.00
4-key Vertical Keypad	\$69.00
6-key Horizontal Keypad	\$75.00
Pay-by-Space Keypad Assembly	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$225.00
Coin Escrow	\$195.00
EMV chip card reader (no PIN)	\$399.00
Maintenance Keys	\$29.00
Vault Keys	\$29.00
E-lock	\$165.00
Contactless Payment Reader (NFC)	\$659.00
Battery 32Ah (rechargeable)	\$324.00
Additional Large Coin Canister	\$199.00
Additional Small Coin Canister	\$95.00
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$25.00

*Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average.*

### IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

**Additional Warranty Provisions:** IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

**Exclusions:** Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3<sup>rd</sup> parties, or allowance of 3<sup>rd</sup> party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3<sup>rd</sup> party hardware or software, whether supplied in connection with this Agreement or otherwise.

**Preventative Maintenance:** The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

**CITY OF SANTA ROSA  
PURCHASE ORDER  
TERMS AND CONDITIONS**

1. ORDER ACKNOWLEDGEMENT: Seller's (or Contractor in the event services are being provided) commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). The Seller shall furnish the City of Santa Rosa ("City") Purchasing Agent, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Seller's acceptance of City's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, CHANGE ORDER below.
2. CHANGE ORDER: The City may at any time prior to the delivery date specified herein, issue a written change order for the modification of the Order. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Order shall be made unless the City gives its prior written approval. Seller shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Order.
3. ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign or subcontract the Order, or any part thereof, without the previous written consent of City, nor shall Seller assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the City has been obtained. No right under this Order, nor any claim for money due, or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so called assignment of this Order or any part thereof, or to become due under this Order. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontract shall be immediately terminated by Seller upon notice from the City. Seller shall be fully responsible and accountable to the City for the acts and omissions of any subcontractors, and of persons directly or indirectly employed by the subcontractor, as it is for the acts and omissions of persons directly employed by Seller. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

4. DELIVERY: All ordered goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Order. The goods shall be delivered to the location below unless otherwise shown on the front of the Order:

CITY OF SANTA ROSA  
MUNICIPAL SERVICE CENTER WAREHOUSE  
55 STONY POINT ROAD  
SANTA ROSA, CA 95401

Delivery will be made on or before the date indicated on the front of the Order. Seller shall be liable for damages resulting from Seller's failure to deliver by the delivery date or in conformance with this Order. Goods or the tender of delivery that fail in any respect to conform to the Order will not be accepted unless the City gives its written acceptance.

5. INSPECTION: The City reserves the right before payment or acceptance to inspect all goods and workmanship, and shall have the right to reject all goods and workmanship that do not conform to the Order, provided; however, the City is under no duty to make such inspection. The City reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the nonconforming goods or workmanship can be seasonably cured.
6. TITLE: Title to goods shall pass to the City at the F.O.B. point designated under Section 4 DELIVERY, subject to the City's right to reject the goods.
7. ACCEPTANCE AND PAYMENT: Acceptance shall be made when the City determines the goods or services conform to the Order, or when City notifies Seller that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are net 30 days. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Seller's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the City. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to City no later than July 10 to facilitate City fiscal year end closing. The City reserves the right to withhold up to ten (10%) percent of the Order price in the event it conditionally accepts nonconforming goods or services. In connection with any cash discount specified in the Order, time will be computed from the date of the complete acceptance of the goods or services, or from the date correct invoices are received at the location specified on the Order, whichever date is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
8. MATERIALS: Unless otherwise specified in the Order, materials used shall be of new and recent manufacture and of best quality.

9. WARRANTY: Seller warrants that all goods and services provided to City are free from defects. At no cost to the City, Seller shall furnish and install all parts and pay any costs to repair goods or materials damaged by defective workmanship during Seller's and Manufacturer's warranty periods.
10. TERMINATION OF CONTRACT TO PURCHASE: If at any time: 1) Seller fails to conform to the requirements of the Order or breaches any of these Terms and Conditions; 2) Seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Seller which may interfere with Seller's performance hereunder; or 4) Seller has failed to supply an adequate working force, or material of proper quality, or has failed to deliver goods or in any other respect to prosecute the work with the diligence and force specified and intended herein, notice thereof may be served in writing upon Seller, and should Seller reject or refuse to provide the means for the satisfactory conformance with the Order as directed by the Purchasing Agent within the time specified in such notice, the City in any such case shall have the right and power at its option and without prejudice to any other right it may have, to terminate the Order.
11. TERMINATION FOR CONVENIENCE: The Order may be terminated by the City by giving ten (10) days notice to Seller in writing of its intent to terminate the Order. Upon such termination, Seller shall submit to the City an itemized statement of services performed or goods delivered as of the termination date. City shall not in any manner be liable for lost profits that might have been made by Seller had the Order not been terminated or had Seller completed the services required by the Order.
12. LEGALITY: If any provision of the Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. CALIFORNIA LAW; VENUE: The Order shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Order shall occur exclusively and solely in Sonoma County.
14. COMPLIANCE WITH LAWS AND REGULATIONS: Seller represents and warrants that Seller has all licenses, permits, a City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Seller to provide goods and/or services under the Order. Seller shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) California Occupational Safety and Health Administration (Cal/OSHA) regulations; and (iv) the Immigration Reform and Control Act of 1986. Seller shall, if requested by City, provide certification and evidence of compliance. If Seller is an out-of-state corporation, Seller warrants and represents that it possesses a valid certificate of qualification to transact



business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

15. **PATENTS AND ROYALTIES:** All costs, fees, royalties and claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of goods herein shall be paid by Seller. Should Seller, its agents or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the terms herein, Seller shall promptly substitute other articles, materials or appliances in lieu thereof of equal finish, efficiency, quality, suitability and market value and satisfactory in all respects to City. In the event that City elects, in lieu of such substitution, to have supplied and to retain and use any inventions, articles, materials, or plans as may be required to be supplied, Seller shall pay such royalties and secure such valid licenses as may be requisite for City, its officers, agents and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding at law or equity on account thereof. Should Seller neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then City shall have the right to make such substitution or City may pay such royalties and secure such licenses and charge the Seller even though final payment under the contract may have been made.
16. **INDEMNIFY AND HOLD HARMLESS AGREEMENT:** Seller shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same arises out of the performance of this Order by Seller, its officers, employees, agents, or subcontractors, excepting only that resulting from the sole active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Seller or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. Seller shall be liable to City for any loss of or damage to City property arising from Seller's negligence or willful misconduct.
17. **RETENTION OF RECORDS:** Seller shall be required to retain any records necessary to document the charges for goods provided and services performed and make such records available to City for inspection at the City's request for a period of four years.
18. **PERFORMANCE OF SERVICES:** With respect to the performance of services under this Order, Seller shall perform all services in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Seller's trade or profession. Seller hereby warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood

that acceptance of Seller's work by City shall not operate as a waiver or release. Seller shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Seller shall remove such person or persons immediately upon written notice from City. Seller shall perform the services described on the Order within the time or dates set forth therein.

19. INSURANCE REQUIREMENTS: Seller 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 and made part of the Order by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Order and a material part of the consideration provided by Seller in exchange for City's agreement to make the payments prescribed hereunder. Failure by Seller 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 City as a material breach of the Order by Seller, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to the immediate termination of the Order. Notwithstanding the foregoing, any failure by Seller to maintain required insurance coverage shall not excuse or alleviate Seller from any of its other duties or obligations under the Order. In the event Seller, with approval of City pursuant to Section 3 above, retains or utilizes any subcontractors or sub-consultants in the provision of any goods or services to City under the Order, Seller shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.
20. INDEPENDENT CONTRACTOR: The parties intend that Seller, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Seller is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.
21. BUSINESS TAXES: Seller shall pay to City, when due, all business taxes payable by Seller under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Seller.
22. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, Seller 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.

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS**

**A. Insurance Policies:** Contractor shall, at all relevant times, 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 Contractor has no owned autos, then 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. 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 Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity 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 the Order, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor'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 Contractor'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:** Contractor 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 at all relevant times. The City reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required under the Terms and Conditions shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
  2. All insurance coverage amounts provided by Contractor and available or applicable to the Order are intended to apply to the full extent of the policies. Nothing contained in the Order 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 Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor 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 the Order is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.