

Meeting Date: 12/16/2014

Report Type: Consent

Report ID: 2014-00896

Title: Agreement: WaterSmart Software Supplemental Agreement

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to sign Supplemental Agreement No. 2 to Agreement 2013-0470 with WaterSmart Software, Inc., to extend the Agreement term for six months through June 30, 2015, and increase the Agreement amount by \$14,152, bringing the Agreement's total not-to-exceed amount to \$113,740.

Contact: Terrance Davis, Program Manager, (916) 808-1868; William Granger, Water Conservation Administrator, (916) 808-1417, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Conservation

Dept ID: 14001381

Attachments:

1-Description/Analysis

2-Background

3-Supplemental Agreement 2

4-Contract 2013-0470

City Attorney Review

Approved as to Form

Joe Robinson

12/8/2014 5:27:51 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 12/5/2014 2:31:14 PM

Description/Analysis:

Issue:

In 2013, the Department of Utilities (DOU) Water Conservation section extensively researched the availability of service providers to conduct a pilot program for a customer-interface software platform that focused on water efficiency and water conservation. Based on this research and demonstrations by several companies, WaterSmart Software® was selected for the pilot program. DOU launched the pilot program for approximately 5,000 homes, including both a focus group and control group. A year later, customers in the evaluation group were found to have reduced their water consumption by an additional five percent, compared to the control group. Both groups were found to have reduced their usage significantly during the drought, compared to the previous year.

DOU recently issued a Request for Proposals (RFP) to expand the availability of a customer-interface City-wide. Proposals were received on October 24, 2014 and staff is currently in the evaluation process. The current contract with WaterSmart ends December 31, 2014. Staff is requesting an extension of the agreement C2013-0470 for six months, at an additional cost of \$2,359 per month, to cover the time period before it is anticipated that a new City-wide agreement will be in effect.

Policy Considerations: Council approval is required for agreements in excess of \$100,000. In accordance with the City's Administrative Policy No. 4102, the Interim Director of Utilities has approved the recommendation to extend the contract for the additional six-month period with WaterSmart Software® without conducting a formal solicitation process for this extension period, because WaterSmart is the only source for WaterSmart Software®.

Economic Impacts: None

Committee/Commission Action: Not applicable

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Manager has determined that the proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed action also constitutes an ongoing administrative activity that is not a "project" under CEQA (CEQA Guidelines Section 15378(b)).

Sustainability Considerations: Continuation of WaterSmart services supports the Sustainability Master Plan goals of conserving the use and protecting the sources of

water, and targets the implementation of the Statewide Urban Water Conservation Council's water conservation best practices.

Rationale for Recommendation: DOU has an ongoing need for WaterSmart Software® to ensure continuation of services to its customers currently participating in the pilot program. The continuation of WaterSmart services will also support the city's Water Conservation Plan and support SB X7-7 the state's water conservation act which mandates water use reductions. The services include the DOU Water Conservation WaterSmart web portal and the continuation of the WaterSmart proprietary personalized Home Water Reports to be emailed and mailed to up to approximately five thousand homes involved in the WaterSmart pilot program.

Financial Considerations: The proposed increase to contract C2013-0470 is \$14,152 for a new not-to-exceed total of \$113,740.50. There are sufficient resources available in the operating budget of the Water Conservation Department, Department 14001381, for this contract amendment.

Local Business Enterprise (LBE): WaterSmart Software® was selected and the pilot program implemented prior to establishment of the City's LBE participation requirements for professional service agreements.

Background

In November 2009, the California legislature passed the Water Conservation Act (Senate Bill X7-7) requiring a 20 percent per capita water use reduction throughout the state. SB X7-7 requires that urban water suppliers determine baseline water use and achieve reduction targets according to specified requirements by December 31, 2020.

On October 29, 2013, City Council adopted the revised Water Conservation Plan (WCP). The revised WCP outlined how the City would achieve a 20 percent reduction from its baseline water usage by 2020, as mandated by SB X7-7.

In an effort to maintain or exceed the state-mandated 20 percent reduction the Department of Utilities (DOU) launched a one-year pilot program to evaluate the water savings potential of using software that would provide home water usage reports as well as suggestions for reducing household water consumption. DOU selected WaterSmart Software® after evaluating other companies' software, solutions, and processes, to create a web portal and mail customized home water reports to customers. The report generated by WaterSmart Software® provides water consumption over a two-month period, compares usage to similar sized households, and encourages customers to participate in conserving water by providing information on the City's water conservation programs.

Project Title and Job Number: Follow the Meter Grant
Purchase Order #: 0000022264

Date: 11/19/2014
Supplemental Agreement No.: 2

The City of Sacramento ("City") and **WaterSmart Software®** ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2013-470**, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows: The performance period for the agreement is extended from January 1, 2015 through and including June 30, 2015. During this period, the contractor will continue to (1) send out approximately 1200 email Home Water Reports on a bi-monthly basis, (2) update the Utility Dashboard and Portal (UD/Portal) on a monthly basis, (3) update the real time Portal tab on a daily basis, and (4) send AMI leak alerts via email.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$14,152.00**, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$80,254.00
Net change by previous supplemental agreements:	19,334.50
Not-to-exceed amount prior to this supplemental agreement:	99,588.50
Increase by this supplemental agreement:	14,152.00
New not-to exceed amount including all supplemental agreements:	113,740.50

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk



Requires Council Approval: **No** **YES** Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Non Professional Services Informal Bid-Non-Prof Service		PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$			Original Doc Number:
Other Party: Watersmart Software, Inc			Certified Copies of Document: 1
Project Name: Follow the Meter Grant			Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-MWBE:	

Department Information

Department: Utilities Division: Field Services
 Project Mgr: Jenifer Matsumoto Supervisor: William Grainger
 Contract Services: N/A Date: 05/15/2013 Division Mgr: Michael Malone
 Phone Number: 808-5605 Org Number: 14001441
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr	<i>JM</i>	5/20/13
Accounting:		
Contract Services:		
Supervisor:		
Division Manager:	<i>Michael Malone</i>	5/21/13
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	5-22-13

Send Interoffice Mail Notify for Pick Up ^{x 5605}

Authorization	Signature or Initial	Date
Dave Brent Department Director:	<i>[Signature]</i>	5/22/13
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;
 however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
 Initial: *RRB*
 Date: *6-13-13*
 Imaged:
 Initial: *AB*
 Date: *5/22/13*

2013 MAY 30 A 10: 21

Title: Follow the Meter Grant
Other Party: Watersmart Software, Inc

2013-0470

Received:
 (City Clerk Stamp Here)

2013 MAY 30 P 12: 51

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF SACRAMENTO

PROJECT #: G14110300
PROJECT NAME: Follow the Meter Grant
DEPARTMENT: Utilities
DIVISION: Field Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of May 15, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

WaterSmart Software, Inc.
1550 G Tiburon Blvd., #604
Tiburon, CA 94920
(415) 789-6061

("CONTRACTOR"), who agree as follows:

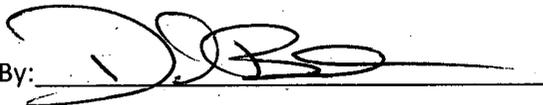
- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

* This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

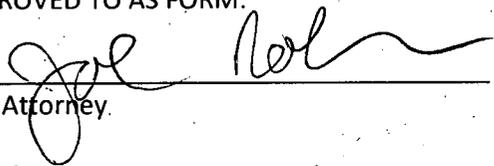
By: 

Print name: DAVE BRENT

Title: DIRECTOR

For: John F. Shirey, City Manager

APPROVED TO AS FORM:


City Attorney

ATTEST:

apst 
City Clerk
6-3-13

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided

Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

WaterSmart Software, Inc.

NAME OF FIRM

27-1447869

Federal I.D. No.

C3282056

State I.D. No.

1013915

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

Individual/Sole Proprietor

Partnership

Corporation (*may require 2 signatures*)

Limited Liability Company

Other (*please specify: _____*)



Signature of Authorized Person

Peter Yolles, Chief Executive Officer

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: WaterSmart Software, Inc.

Address: 1550 G Tiburon Blvd., #604, Tiburon, CA 94920

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing

such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

March 5, 2013

Date

Peter Yolles

Print Name

Chief Executive Officer

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*William Granger
Water Conservation Administrator
2260 Glen Ellen Cir.
Sacramento, CA 95822
916-808-1417
WGranger@Cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Peter Yolles, CEO
1550 G Tiburon Blvd., #604
Tiburon, CA 94920
415.789.6061 / peter@watersmartsoftware.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not X [check one] required for this Agreement. If required, such coverage must be continued for at least ___ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in

a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- 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 [check one]

If "yes" is checked above, CONTRACTOR 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";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.



WaterSmart
SOFTWARE, INC



ATTACHMENT 1 TO EXHIBIT A: SCOPE OF SERVICES

PROFESSIONAL SERVICES TO IMPLEMENT A CUSTOMER ENGAGEMENT
PLATFORM TO INCREASE WATER USE EFFICIENCY

WaterSmart Software
625 2nd Street, Suite 280
San Francisco, CA 94107
(415) 789-6061
www.WaterSmartSoftware.com

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I. Executive Summary

WaterSmart Software's ("**Contractor**") mission is to help water utilities make it easier for their residential customers to conserve water. Water efficiency is an important priority for the City of Sacramento (the "**City**"). The City wants the Contractor to provide certain services in support of an outreach program intended to facilitate communication with residents (the "**Customers**") regarding their water use and water efficiency, improve the City's understanding of water use by their residential customers, and reduce annual water demand (the "**Program**").

In support of the Program, the Contractor will employ water use reports (the "**Home Water Report**" or "**Report**") and Web-based applications. The Contractor will launch Web-based applications that Customers and City staff can access at their convenience, referred to respectively as "**WaterInsight Portal**" and "**Water Efficiency Dashboard**" Web applications. The aforementioned Reports and Web-based services may present customer-specific water use data and comparisons, customized water saving recommendations, and possible opportunities for streamlined rebates and reward points.

Five thousand (5,000) metered single-family accounts served by the City will be enrolled in the Program. The Contractor will launch the Program by sending a welcome letter with a Customer Insight Survey (the "**Survey**"). The Customer Insight Survey will establish baseline levels of water awareness, attitudes and customer satisfaction. At the conclusion of the year-long Program, The Contractor will send a second Customer Insight Survey to track longitudinal changes in water awareness, attitudes and customer satisfaction as compared to the baseline results of the initial Survey.

The Contractor will deliver print Home Water Reports on a bi-monthly basis to each account for one (1) year. The Contractor will deliver Home Water Reports via email to all accounts that return a completed Pre-Program Survey with a valid email address or that register on the WaterInsight Portal. Each of the 5,000 enrolled accounts will receive six (6) Home Water Reports. The Contractor will deliver a total of 30,000 Reports.

The Program's goals are to (i) reduce annual water demand, (ii) increase customer engagement, and (iii) improve levels of water education in enrolled households as compared to a randomized control group. Prior to the Program, the Contractor and the City will work together to establish quantifiable goals to evaluate the Program's effectiveness. The Contractor anticipates that deploying its solutions across all of the City's customer connections can yield significant water use savings relative to current utilization levels, through a combination of consumer behavior changes and installation of additional water-saving fixtures, appliances, landscaping and irrigation options.

II. Scope of Work

The City will designate a single point of contact to oversee the completion of the tasks assigned to the City and approve all materials. The City's contact will work with the Contractor's assigned project manager to ensure the successful implementation of this program.

Section 1: Program Participants & Cohort Group Methodology

1.1 — Participant Selection

The City, in coordination with the Contractor, will select an initial set of 5,000 participants to be enrolled in the Program. The Contractor normally selects the participants based on the geographical proximity of households within a contiguous service area to increase the effectiveness of social norm messaging. In the case of Sacramento, the Contractor will deploy to all homes initially registered for the "Follow the Meter" program. The initial participants will receive a printed Customer Insight Survey, Welcome Letter, Home Water Report(s), and WaterInsight Portal access.

All enrolled households initially will receive print Home Water Reports. The Contractor will begin to send email Home Water Reports as accounts register online at The Contractor's WaterInsight Portal with valid email addresses.

1.2 — Participant Exclusions

To ensure the greatest return on investment, the Contractor recommends excluding certain households from the initial set of accounts, based on the following criteria:

- **Zero Reads** — residences with more than one meter read of 0 gallons over the last 2 years
- **Suspect Data** — accounts that have at least one data point over the last 2 years that is considered to be so inaccurate or abnormal as to preclude its inclusion in the study.
- **Incomplete or No Data** — residences that have incomplete or no meter read records over the last 2 years
- **Non Resident Homeowners** — residences whose billing and service addresses do not match, frequently indicating non-resident homeowners and rent-occupied properties where there is less of an incentive for implementing water efficiency measures
- **Inactive Accounts** — accounts with no active water service connection

1.3 — Cohort Group Methodology

The Contractor has the capability to divide all enrolled accounts, in coordination with City staff, into groups of similar residences in order to maximize the relevance of water use comparisons

and potential water savings. Based on prior experience implementing similar programs, the Contractor proposes dividing households into sets of comparable residences based on one or more of the following variables:

- Number of occupants per home (based on user-generated information)
- Irrigable area (i.e. small, medium, large) to be determined based on home size and lot size information contained in real estate data obtained by the Contractor, or optionally, provided by The City if it already possesses such information
- Residence type (i.e. condos, single family homes, etc.)

In the absence of customer-supplied occupancy data, the contractor recommends using the number of bedrooms (based on real estate or census Data) per residence as a proxy for number of occupants.

In addition, the Contractor also may randomly assign groups of households to receive different messages in the Home Water Reports or Portal, to test the effectiveness of various approaches. The City will be informed of these messages and the results of such tests.

Section 2: Program Implementation

2.1 — Print Home Water Reports

The Contractor will produce and print customized Home Water Reports to separately mail to each Customer. Initially, The Contractor will send print Reports to 5,000 single-family accounts on a bi-monthly basis, for a total of six (6) Reports per household per year. The Contractor will send a total of 30,000 total Home Water Reports. Each of the print Reports will contain the design and content as outlined in Section 3 (refer to Appendix A).

The Contractor shall strive to produce the print Reports within seven (7) business days of The Contractor's receipt of all Customer data files from the City for that billing cycle.

2.2 — Email Home Water Reports

The Contractor will send email Home Water Reports to all households that return a completed Pre-Program Survey (if selected by City) with a valid email address. The Contractor will send email Home Water Reports to additional accounts as they register on the WaterInsight Portal thereafter. Each email Home Water Report will contain the design and content as outlined in Section 3 (refer to Appendix B).

The Contractor shall strive to produce the email Reports within seven (7) business days of The Contractor's receipt of all Customer data files from the City for that billing cycle.

2.3 — Optional: Pre- and Post-Program Surveys

If the City selects the Customer Insight Survey option, then prior to the first Home Water Report, The Contractor will prepare, print and mail print and email Surveys to each account in the initial participant set.

The pre-program Survey has been prepared with input and guidance from Maddaus Water Management and UC Berkeley Professor Michael Hanemann. The pre-program survey may have approximately 30 questions related to occupancy, fixtures, appliances, demographics, water-related attitudes and behaviors. The generic Survey will be updated with the City's specific information, such as service area and mailing address. If it wishes, the City may add/replace two additional questions to the Survey, in coordination with The Contractor.

The results of the Survey are used to establish baseline attitudes and customer satisfaction, occupancy rates, saturation rates of fixtures and appliances, and customer willingness to implement various water use efficiency behaviors and upgrades. The Surveys help The Contractor and the City improve the targeting of water-saving actions at the household level and in aggregate. To increase response rates, The Contractor may offer a chance to win a cash prize or other reward (paid by The Contractor). This lottery offer will be printed on the envelope and survey as an incentive to complete the Survey.

One year after the initial Home Water Report has been distributed, The Contractor will prepare, print and mail a second Customer Insight Survey in consultation with an independent consultant, if applicable. The Contractor estimates that 20% of households will respond to the pre-Program Survey. The Contractor and the consultant will use the post-Program Survey to track changes in water awareness, water literacy, attitudes, adoption rates and customer satisfaction as compared to the pre-Program Survey. Only homes that respond to the first Survey will be asked to complete the second Survey.

The Contractor will share all results of both Surveys with the City. The Contractor will digitize the completed written Surveys. At its discretion, the City may provide assistance in this effort.

The Contractor will provide a report to the City with an analysis of aggregate survey responses. The Contractor also can provide online, password-protected access to the complete set of Survey responses, so that the City may view all entries, including residents' responses to open-ended questions, to which the City may wish to respond.

A sample of the existing generic Customer Insight Survey is shown in Appendix E.

2.4 — Optional: Welcome Letter

The City may choose to have The Contractor send, in conjunction with the survey or the first Home Water Report, a one-page welcome letter printed on the City's letterhead to all enrolled accounts. The Contractor will provide one or more samples, which the City may edit or approve as-is. The finalization of this content will be completed at the start of the Program within the

same times and timeframes as the approval of other program content. (See Section IV. Schedule, for details.)

2.5 — Web-Application Content Updates

The Contractor will agree to update the content of the **WaterInsight Portal** and **Water Efficiency Dashboard** with appropriate new information, including water use consumption, on at least a bi-monthly basis.

2.6 — Customer Service Support

The City shall have the primary responsibility for providing customer service to the City's Customers. The Contractor will provide a list of Frequently Asked Questions to both enrolled Customers and City staff to facilitate this process. The Contractor also provides the Customer Support section within the Water Efficiency Dashboard, which is designed to help customer service representatives respond to Customers.

The Contractor will provide service and support to the City's staff regarding their technical questions about The Contractor's **WaterInsight Portal** and **Water Efficiency Dashboard** Web applications and Home Water Reports between the hours of 8 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays. For clarity, this does not include questions related to hardware, software, third party services, or other technical questions beyond the specific scope of the **WaterInsight Portal** Web application, **Water Efficiency Dashboard** or Home Water Reports.

The Contractor's project manager will work with the City's primary contact to assist in addressing additional customer issues. All inquiries from City customers outside the scope indicated above, including without limitation questions about water data, will be directed to the City.

2.7 — Marketing and Advertising

The City agrees to promote registration for on the **WaterInsight Portal** through its communication tools, including but not limited to, an introductory letter promoting the The Contractor Program, its website, bills, bill inserts and newsletters.

~~The City agrees to allow The Contractor to use the City's name in promotional materials including, but not limited to, a name and logo listing on the corporate website of The Contractor and in press releases and in conversations with the public, investors, partners and media.~~

2.8 — Mobile Messaging

Over the course of the Program, The Contractor may implement mobile messaging and/or other forms of content delivery to customers. Such messaging may include weather alerts, event reminders, consumption-related messages or other content mutually agreed upon by the City and The Contractor.

Section 3: Format and Design of Web-Based Applications and Reports

3.1 — Design

All of the customer-facing materials that The Contractor develops for the City, including the print and email Home Water Reports and the WaterInsight Portal, are based on existing, The Contractor product templates. These materials will be white-labeled with the City's name and logo. Content and design of all materials are subject to change over time, as The Contractor incorporates new features.

The format, design and content of print and email Home Water Reports will be based on existing The Contractor documents, current versions of which are shown in Appendix A and B respectively.

The **WaterInsight Portal** Web application design will be based on The Contractor's existing portal, a current version of which is shown in Appendix C.

The **Water Efficiency Dashboard** design will be based on The Contractor's existing online City dashboard, a current version of which is shown in Appendix D.

Every page on the **WaterInsight Portal** will include a link to The Contractor's privacy policy and terms and conditions. Such files will be located on the City's WaterInsight Portal server.

The City-facing **Water Efficiency Dashboard** features The Contractor branding. Dashboard pages may include a credit to The Contractor (including the Contractor's logo), a link to the Contractor's Web site, and a link to The Contractor's privacy policy and terms and conditions.

3.2 — Customization of Home Water Reports & Web Applications

The Contractor provides a customizable SaaS (Software-as-a-Service) solution. The product set is fully functional and ready to launch as soon as the City provides the Consumption and Residence data files specified in Section 5.1 below, as well as a high-resolution file of the City's logo. Product can be launched after The Contractor completes its standard quality assurance setup procedures.

Product content may be customized, at the City's option, at the start of the program, as listed herein.

The Home Water Reports provided by The Contractor, in coordination with the City, initially shall contain features such as the following:

- Water use consumption
- Water score (per billing period)
- Water use comparisons among similar size households (based on methodology described in Section 1.3)
- Personalized ways to save, selected from The Contractor's library of recommendations, based upon specific eligibility requirements for each recommendation

- URL link to home page of **WaterInsight Portal** Web application and unique registration code (if needed)
- Promotion area featuring incentives, rebates, promotions and/or other water use efficiency-related content
- Prompt/Link to encourage customers to sign up for email reports (print version only)
- Indoor / Outdoor water use estimates (email version only)
- Direct links to individual ways to save (email version only)
- Conditional subject lines for email Home Water Report (email version only)

The City has the option to add or substitute the following content, as applicable to the then current design of the Home Water Report:

- Availability and/or value of the City's incentive/rebate programs
- Customized descriptions for each of the personalized ways to save, within space constraints
- Up to three customized offers for the Promotion section of the Report
- Inclusion of a comparison to customer's water allocation or budget based billing information in lieu of one of the similar household comparisons
- Email address which should be shown as sender of email Home Water Reports
- Custom labels for Water Drops on WaterScore
- Custom names for the bars represented on the WaterScore
- List of up to ten (10) recipients of courtesy copies of print or email home water reports
- Program participation data for individual households, which will be used to generate relevant recommendations

The Contractor's project manager assigned to the City will assist in customizing this content at the start of the Program. The City and The Contractor agree to complete this process in a timely manner, and it is expected that this will be no more than four weeks from when initial materials are provided to the City.

Once the above content is customized, if desired, and approved by the City, The Contractor will use its Recommendation Engine to generate customized Reports featuring this content for each household. The Recommendation Engine outputs the most pertinent, water-saving offers for each household, based on consumption levels, seasonal water use patterns, occupancy rates, the age of the residence, survey responses, program participation data and/or other factors. No additional approvals will be required before each subsequent report is distributed, per the agreed upon annual schedule. (See Section IV. Schedule, for details.)

For details on content/function of the **WaterInsight Portal** and **Water Efficiency Dashboard** Web applications, refer to Section 4.1 and 4.2, respectively.

Section 4: Initial Functionality of Web Applications

4.1 — WaterInsight Portal

The **WaterInsight Portal** Web application, provided by The Contractor and accessible to all enrolled accounts, shall contain content such as that specified below.

Functionality:

With respect to each Customer and subject to availability of source data from The City:

- Water use consumption
- Water use comparisons among comparable residences
- Water score (per billing period)
- Water score and ranking (gallons per capita per day)
- Availability and/or value of the City's incentive/rebates programs (if provided)
- Historical water use comparisons
- Indoor/outdoor water use estimates
- Suggested ways to save - per The Contractor's Recommendation Engine
- Library of ways to save - water efficient tips with ranking/sorting capabilities
- Sign-up/request capability
- Ability to download historical consumption data

The **WaterInsight Portal** Web application initially shall be assigned the following URL address:

- [http://\[City Name\]. WaterSmartsoftware.com](http://[City Name]. WaterSmartsoftware.com)

Any additional URLs as mutually agreed upon by both parties also may be implemented. Additional costs may be incurred if The Contractor is requested to register a new domain name.

The Contractor will launch the **WaterInsight Portal** and **Water Efficiency Dashboard** Web applications prior to the delivery of the first Home Water Reports. The Contractor will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the **WaterInsight Portal** and **Water Efficiency Dashboard**. Excluding any down time for maintenance and/or upgrades, The Contractor will make strong efforts to provide the customers and the City with access to their respective Web applications on a continuous basis. The Contractor will provide advance notification of any planned outages and will notify the City without unreasonable delay if it detects or receives actual notice of any material problems relating to the **WaterInsight Portal** and/or the **Water Efficiency Dashboard**.

4.2 — Water Efficiency Dashboard

The **Water Efficiency Dashboard** Web application, provided by The Contractor and viewable only by the City's staff, shall contain content such as that specified below.

Functionality:

With respect to each Customer and subject to availability of source data from the City, The Contractor shall provide:

Customer Support:

- Customer Residence Profile
- Customer WaterScore and Consumption
- Median Water Use for Comparable Residences
- Portal User Profile
- Map of Customer Property
- Ability to Log Customer Calls and View this Call history
- Ability to view every customer's Portal
- Ability to view the unique Report sent to each customer, each billing period
- Customer Historical usage and Neighbor Comparison
- Ability to view customer survey responses

Program Analytics:

- Reading Detail Report for all participants
- Households which may have leaks
- Median and Efficient Water Use for each group of comparable residences
- Top 200 Users this Billing Period
- Top 200 Users Annually
- City Program Effectiveness Report
- User Engagement (Registrations, Calls, Emails)
 - o By Period
 - o By WaterScore
 - o By Message
 - o By Household Demographics
- Home Water Report Mailing Statistics

Maps:

- Top 200 Users
- Program Participants
- City Program Effectiveness Report
- User Engagement

Section 5: Data Specifications, Procurement, Security and Transfer Protocols

5.1 — Data Specifications & Transfer Protocols

The Contractor will work with the City to provide file specifications that maximize the ease of data extraction on the City's behalf and optimize the process of data integration on The Contractor's behalf.

In general, The Contractor will require two files, one that describes residences and accounts (“the **Residence File**”) and another that details consumption history and billing amounts (the “**Consumption File**”).

In the **Residence File**, The Contractor will request such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Property APN, where available
- Meter Size
- Service Address
- Billing Address
- Customer Name
- Customer Email, where available

In the **Consumption File**, The Contractor will request, for at least the last two years, but ideally for five to ten years in the past, such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Meter I.D. (serial number)
- Current Meter Read
- Previous Meter Read
- Days in Billing Cycle
- Consumption
- Bill and water allocation details as mutually agreed

The above list of fields is intended to serve as an example. During the project kickoff process, The Contractor and the City will work together to discuss the ramifications of the presence or absence of data in the feeds.

The Contractor will provide the City with a private, password-protected FTP destination for regular delivery of the data. This FTP site will be hosted on The Contractor's server infrastructure.

5.2 — Customer Confidentiality & Data Security

The Contractor will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from the City, as stipulated in the Agreement.

Data transferred to The Contractor from the City will be stored in a database dedicated to the City and its The Contractor project. The data will not be comingled with the data provided by any other entity; provided, however, that certain anonymous data may be copied and consolidated with data provided by one or more other entities for the research and product development purposes subject to the terms of the Agreement.

The Contractor will continue to enact standard controls, policies, and procedures to ensure the security of the City's data and customer provided information, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all The Contractor server infrastructure, password authentication on all Web site interaction, and audit logging.

Section 6: Schedule of Meetings and Staff Training

At the start of the Program, The Contractor will conduct an in-person initial implementation meeting with the City. The standard training will orient City staff involved in the Program with the Reports and Web Applications. The Contractor suggests the City include a representative from each functional group that will be involved with the implementation of the program. Additional training may be available subject to the mutual agreement of the parties and may require additional compensation.

As implementation proceeds, The Contractor recommends periodic phone or personal meetings between The Contractor customer service and City staff. One (1) hour of preparation, one (1) hour of meeting time, and one (1) hour of follow-up time is included per each meeting. In addition, the project manager will call the City for a weekly check-in, as needed. The Contractor estimates frequency of interaction as follows.

	Frequency of Calls	Frequency of Meetings
Pre-Launch	Weekly	Monthly
First Quarter	Weekly	Monthly
Thereafter	Monthly	Quarterly

Section 7: Project Management

In order to ensure adherence to the agreed-upon schedule and budget The Contractor will designate an individual to serve as a Project Manager, who will, among other responsibilities:

- Organize initial project kickoff meeting
- Monitor the status of all deliverables
- Provide regular project status report updates
- Prepare meeting agendas (including input from the City)
- Monitor engagement rates and message effectiveness
- Communicate project feature requests to The Contractor team

Section 8: Value Added and/or Extended Services

To develop any additional service that is not specified in the Scope of Work, as mutually agreed upon in writing by The Contractor and City, City will be billed at standard Charge-Out rates listed in Section E.

III. Team

Peter Yolles is CEO and Founder of WaterSmart Software. As CEO, Peter is responsible for the ultimate success of the Program. He will oversee project management, confirm the successful completion of all activities, monitor communications with the City, review invoicing and ensure adherence to this Scope of Work and the schedule outlined below.

Doug Flanzer is Chief Technology Officer at WaterSmart Software. Doug will be responsible for coordinating all data/IT-related integration with the City, generating the Home Water Reports and maintaining the WaterInsight Portal and Water Efficiency Dashboards. In addition, he is responsible for optimizing the algorithms used to provide recommendations to the City's residents and ensuring the accuracy of the analytics displayed in the City's Water Efficiency Dashboard.

Ora Chaiken oversees the successful on-boarding and continuous operation of The Contractor's City partnerships. She will be the day-to-day contact for the City and will manage the operations and deployment of the program.

IV. Schedule

The Contractor proposes the following schedule to complete all work required to launch the Program. The dates listed below represent the number of weeks from to the date of a signed Professional Services Agreement between The Contractor and the City.

Description	Dates
<p><u>Step 1: Finalize our Partnership</u></p> <ul style="list-style-type: none"> • Identify staff involved & clarify roles • Schedule weekly status calls • Complete Pre-Launch Questionnaire 	<p>Weeks 1 - 2</p>
<p><u>Step 2: Share Your Data</u></p> <ul style="list-style-type: none"> • Export water consumption & residence data to The Contractor • Export program participation data to The Contractor • Export existing rebate/incentive program information • Finalize the participation & control groups 	<p>Weeks 3-5</p>
<p><u>Step 3: Approve the Content</u></p> <ul style="list-style-type: none"> • Approve written copy of water-saving recommendations • Approve any City-specific or special promotions • Approve the welcome letter (if selected) • Approve the Customer Insight Survey (if selected) • Approve the envelope messaging and email subject lines 	<p>Weeks 3-5</p>
<p><u>Step 4: Train Your Team</u></p> <ul style="list-style-type: none"> • The Contractor will train your customer service representatives • The Contractor will prepare City staff to answer frequently asked questions about the Program • The Contractor will teach your conservation team to use the Water Efficiency Dashboard 	<p>Weeks 5-6</p>

Appendix A — Print Home Water Report



Home Water Report

Account Number: 12345678
Report Period: 04/18/12-06/15/12

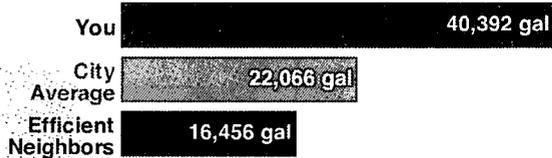
See More Online: waterutility.com/watersmart
Registration Code: XBA12C

Your WaterScore

Hi, Matt! Thanks for paying attention to your home water use.



Take Action



Gallons of water used in the last two months



You used 18,326 more gallons than the average 4-person home, on a similar-sized property in the City of WaterSmart.

Want to change the number of occupants we estimated for your household? Go online or give us a call.

Matt Bloom
123 Main Street
Everytown, USA

Register Online

Win \$100 Cash!

Use less water from now through August to qualify.

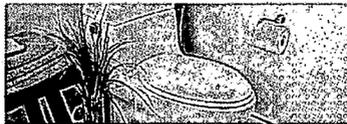
A new \$100 prize is given every two months.

Register online:
waterutility.com/watersmart

Code: XBA12C



3 Suggestions For You



High-Efficiency Toilet Rebate

If you have older toilets, they account for roughly 26% of your indoor water use.

Install a high-efficiency toilet and lower your water use. The latest models perform well, remove waste effectively and save money.

Apply for a rebate of up to **\$100 per toilet**.

Offer good through 2012.



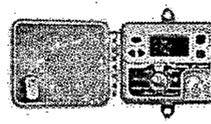
FREE WaterSmart House Call

WaterSmart's personalized recommendations help you save water indoors and out.

Get a **\$160 value** -- for FREE.

Find leaks, learn about water-efficient fixtures, fine-tune your watering schedule and more!

Schedule your free house call:
1-800-CALL-WaterSmart



Irrigation Controller Rebate

Save water with a self-adjusting irrigation controller. Reduce unnecessary watering and tailor your irrigation to meet your landscape's specific plant and climate needs.

Apply for rebates of **\$100 - \$200**.

Save up to **13,500 gallons** per year.

Get your rebate while funds last. Apply online.

Contact us: (123) 456-7890 or waterutility.com/watersmart or demo@waterutility.com

Printed on Recycled Paper

Powered by WaterSmart Software

Appendix B — Email Home Water Report

City of WaterSmart See Full Report

Home Water Report
 This report is not a bill. We are providing this information to help you save water and money.

Service Address: 9887 Jessica Av
 Account: 1447373253
 08/17/2012 - 10/18/2012
 More Online: Registration Code: Z8N1FQ

Your WaterScore

Payton, thanks for learning more about your water and ways to use it wisely. Your household uses **56 gallons** of water per day.

Great Keep up the great work!

Congratulations! Your household is one of the most water efficient homes in WaterSmart. **SHARE YOUR SUCCESS!**

See more details about your use >

Compare with Households Like Yours

You	5,500 gal
All Neighbors	21,050 gal
Efficient Neighbors	14,300 gal

Approximate gallons of water used in the last 2 months

See more comparisons >

This comparison is based on other 3-person homes, on similar-sized properties, in WaterSmart. Have feedback or questions? Want to customize your profile? [Let us know.](#)

Win the New iPad!

Use less water from now through the end of June to qualify.

Register Online:
<http://demo.watersmartsoftware.com>
 Registration Code: Z8N1FQ

4 Suggestions for You

High-Efficiency Toilet Rebate

Get two new high-efficiency toilets -- an \$880 value -- for FREE!

The latest models perform well, remove waste effectively & save water and money.

Your 3-person household will save about **12,000 gallons** per year.

Call (707) 665-4238. It's easy and your savings are immediate!

Install Faucet Aerators

Aerators are small devices that attach to the faucet to reduce water flow. They often make the flow more forceful, giving you more effective washing and rinsing. Installation couldn't be easier: Aerators simply screw onto the faucet head, usually after removing the existing screen. That's it.

Your 3-person household will save about **9,000 gallons** per year.

Pick Up Your Faucets Today And Start Saving Tonight!

Use a High-Efficiency Shower

Saving water can feel great with a high-performance, low-flow showerhead.

High-efficiency showerheads add air and increase pressure to create an enjoyable shower using less water.

Your 3-person household will save about **8,000 gallons** per year.

Purchase a new showerhead today. Installation is simple.

Use a High-Efficiency Washer

High-efficiency clothes washers use less water, energy, and detergent. They clean clothes better than conventional models.

Your 3-person household will save about **6,000 gallons** per year.

Keep washing, start saving.

Where Does the Average Home Use Water Indoors?

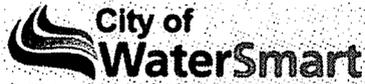
Based on an average California household. Source: Aquacraft, Inc., 2011

Learn more about water in your home >

Contact Us: 415-789-6061 or
<http://demo.watersmartsoftware.com>

This message was sent to as a service from the City of WaterSmart, in order to provide you with more information about your water use.
 Please add support@watersmartsoftware.com to your address book to ensure delivery of our emails to your inbox.
 Copyright 2012 WaterSmart Software, Inc. All Rights Reserved. | Privacy Policy | Terms and Conditions

Appendix C — WaterInsight Portal



Welcome, Jane

Settings
Household



Track Usage

Ways To Save

My Actions

We can give you much better recommendations if we know just a bit more about you. [Add to your household profile.](#)

0% complete

Comparing Your Use: May, June & July



Above average use

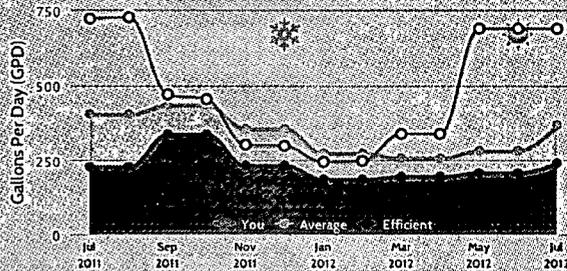
Reducing your use by 15% is a great way to get started! Try to reduce your use by 105 gallons per day.

Same as last year

You used roughly the same (within 5%) amount of water last year during the same period.

Compared to other homes with 3 residents and a similar yard size.

Comparing Your Use: Last 12 Months



Strong seasonal use

Seasons can have a strong effect on water use. You use 155% more when it's dry, likely due to outdoor watering.

Savings in summer

With high outdoor use, summer presents a great opportunity for savings.

Appendix D — Water Efficiency Dashboard


Welcome, WaterSmart Support [Help](#) [Sign Out](#)

Water Efficiency Dashboard City of Watersmart - Version 0.5

Home Customer Support Program Analytics Maps Portal Management
Search:

Customer

Account: 1385476361
 Portal User: John Doe
 Doug Chadwick
 5236 Alex Ln
 Cotati, CA, 94931-4167
[Export Customer Data](#)
[Launch Customer Dashboard](#)
 Registration Codes: [Show](#)



WaterScore: Take Action (12/13/11)

Category	Score
You	22,810
Efficient Neighbors	10,200
All Neighbors	10,200

Gallons (Units) Used Last Billing Period

Alerts

Outread messages

Consumption History

Historical Usage



Neighbor Comparison



Portal User

First Name: John
 Last Name: Doe
 Email: demo@smart.com
 Phone Number
 Terms Of Contest
 Created Date: 01/19/2011 03:07 AM
 Last Update: 03/10/2011 01:51 AM
 Active: Yes

Portal User

First Name: Hugo
 Last Name: User
 Email: hugo@demo.com
 Phone Number
 Terms Of Contest
 Created Date: 01/19/2011 04:03 AM
 Last Update: 04/28/2011 03:02 AM
 Active: Yes

Program Participation

Filter by category: Rebates and Incentives

Ways To Save Title: User Choice Signup

Request an Indoor Water-Use Assessment: Already do it Sign Up

Install Faucet Aerators: Not Now

Contact History

Date	Reason for Call
05/15/2012	Question about Water Score

Appendix E — CUSTOMER INSIGHT SURVEY

Welcome!

[CITY NAME] wants to provide you with some easy opportunities to use less water and save money on your water bill. To do this, we ask that you please spend a few minutes completing this short survey about how you use water in your home.

As a token of our appreciation, all respondents will be entered into a drawing for a \$100 cash prize, provided by the survey administrator.

(Respondent must be a current [CITY NAME] customer to be eligible. [CITY NAME] employees and their family members are not eligible to win.)

- Thank you

Page 1 - Question 1 - Open Ended - Comments Box [Mandatory]

Please enter your water account number. You can find your account number on your survey invitation or on your water bill.

Page 1 - Question 2 - Open Ended - One Line [Mandatory]

First and Last Name (Required)

Page 1 - Question 3 - Open Ended - One Line

Email Address:

Page 1 - Question 4 - Choice - One Answer (WaterSmart Drop Down)

How many people usually live in your home?

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

- 10+
- Unoccupied / Vacation Home.

Page 1 - Question 5 - Choice - One Answer (Drop Down)

Approximately how many gallons of water would you guess your household uses, on average, each day?

- 0 - 150 Gallons
- 151 - 300 Gallons
- 301 - 450 Gallons
- More than 450 Gallons
- Not Sure

Page 1 - Question 6 - Choice - One Answer (Bullets)

How do you think your water use compares to similar households in your water City's service area?

- Less than Average
- Average
- More than Average

Page 1 - Question 7 - Rating Scale - Matrix

How satisfied are you with your water City regarding the following?

	Very Satisfied	Somewhat Satisfied	Neither Satisfied nor Dissatisfied	Somewhat Dissatisfied	Very Dissatisfied	N
Helping you to understand your own water usage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Giving you the tips and tools you need to use water efficiently via newsletter and website	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Keeping you informed about your community's water supply	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Delivering safe and high quality water	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Page 1 - Question 8 - Rating Scale - Matrix [Randomize]

Do you agree or disagree with the following statements?

	AGREE STRONGLY	AGREE SOMEWHAT	NEITHER AGREE NOR DISAGREE	DISAGREE SOMEWHAT	DISAGREE STRONGLY	N
I make an active commitment to use water efficiently indoors and outdoors.	<input type="radio"/>	1 <input checked="" type="radio"/>	2 <input type="radio"/>	3 <input type="radio"/>	4 <input type="radio"/>	5 <input type="radio"/>
It is important to me to reduce my water bill.	<input type="radio"/>	1 <input type="radio"/>	2 <input type="radio"/>	3 <input type="radio"/>	4 <input type="radio"/>	5 <input type="radio"/>
I believe that using water efficiently helps the environment.	<input checked="" type="radio"/>	1 <input type="radio"/>	2 <input checked="" type="radio"/>	3 <input type="radio"/>	4 <input type="radio"/>	5 <input type="radio"/>
I talk with others in my household about reducing our water use.	<input type="radio"/>	1 <input type="radio"/>	2 <input type="radio"/>	3 <input type="radio"/>	4 <input type="radio"/>	5 <input type="radio"/>
I talk with friends and/or neighbors about ways to use water more efficiently.	<input checked="" type="radio"/>	1 <input checked="" type="radio"/>	2 <input type="radio"/>	3 <input type="radio"/>	4 <input type="radio"/>	5 <input type="radio"/>

Page 1 - Heading

Enter a question

Newer toilets, purchased or installed in 1994 or afterwards, use 1.6 gallons of water per flush (gpf) or less. Many toilets indicate gpf inside the tank lid or at the back of the toilet seat.

Page 1 - Question 8 - Choice - One Answer (Drop Down)

How many toilets do you have in your home?

- 1
- 2
- 3
- 4
- 5
- 6+

Page 1 - Question 9 - Choice - One Answer (Drop Down)

Of these toilets, how many use 1.6 gallons of water per flush (gpf) or less?

- 0
- 1
- 2
- 3
- 4
- 5
- 6+
- Don't know

Page 1 - Question 17 - Rating Scale - Matrix

How many showers do the members of your household take per week? Please answer for yourself first, then for the others in your household, in order from oldest to youngest.

		1	2	3	4	5	6	7	8	9	
Y	o		<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	2	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	3	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	4	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	5	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	6	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9
P	e	7	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9

Page 1 - Heading

Enter a question

If you have a front-loading washing machine, chances are it is High-Efficiency (HE). Some newer top loading models are HE as well. If you aren't sure, you can look for the High-Efficiency logo, which is a circle with the letters HE inside.

Page 1 - Question 10 - Choice - One Answer (Drop Down)

Do you have a high-efficiency clothes washer?

- Yes
- No
- Not Sure

Page 1 - Question 11 - Rating Scale - Matrix

There are many actions which households can take to increase their water efficiency. Thinking realistically about your household, please indicate which of the following actions you would be likely to take in the next twelve months, which you already have completed, and which are not applicable. (Mark all that apply).

A. INDOORS:

	Definitely Would	Might Do It	Unlikely To Do It	Will Not Do It	Already Did It	Don't Know	N
Upgrade to a high-efficiency clothes washer	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Replace an old toilet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Check your showerheads, faucets and toilets for leaks	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Replace a showerhead with a more water-efficient model	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Replace a faucet with a more water-efficient model, or add an aerator	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Page 1 - Question 12 - Rating Scale - Matrix

B. OUTDOORS: (BEHAVIORS)

	Definitely Would	Might Do It	Unlikely To Do It	Will Not Do It	Already Did It	Don't Know	N
Adjust your irrigation timer monthly	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Modify your irrigation schedule to use short, multiple cycle start times.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Make sure your outdoor watering does not run onto sidewalks or driveways	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Check for irrigation system leaks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Page 1 - Question 13 - Rating Scale - Matrix

C. OUTDOORS: (INVESTMENTS)

	Definitely Would	Might Do It	Unlikely To Do It	Will Not Do It	Already Did It	Don't Know	N
Replace sprinkler heads with more efficient nozzles	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Replace your existing sprinkler clock/controller with a weather-based irrigation controller, which waters only as needed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Replace some or all of your lawn with drought-tolerant plants	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Use drip irrigation for shrubs, gardens and flower pots	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Page 1 - Question 14 - Choice - Multiple Answers (Bullets)

Do you have a swimming pool and/or spa?

- Pool
- Spa
- Neither

Page 2 - Question 15 - Choice - One Answer (Drop Down)

About what percent of the irrigated area of your landscaping is grass (turf)?

- 0%
- 1 - 25%
- 26 - 50%
- 51 - 75%

- 75 - 100%
- Not Applicable - Don't Water
- Not Applicable - Don't Have Outdoor Landscaping

Page 2 - Question 16 - Choice - Multiple Answers (Bullets)

How do you water your yard, garden or landscaping? (Mark all that apply)

- Timer-based irrigation controller
 - Weather-based irrigation controller
 - Manual sprinkler system
 - Drip irrigation
 - Overhead sprinklers
 - Underground irrigation
 - Hand-held hose
 - Other:
-

Page 2 - Question 17 - Choice - One Answer (Bullets)

Do you have a homeowners' association that waters all or part of your landscape?

- Yes
- No
- Not Sure

Page 2 - Question 18 - Choice - One Answer (Bullets)

If you use an automatic sprinkler system, do you know where the controller is located?

- Yes
- No

Page 2 - Question 19 - Choice - One Answer (Drop Down)

If you have an outdoor irrigation controller that is not weather-based, how frequently is your irrigation schedule adjusted?

- Weekly
- Monthly
- Seasonally
- Annually
- Rarely
- Not Sure

Page 2 - Question 20 - Choice - Multiple Answers (Bullets)

Who adjusts the irrigation?

- Myself
- Someone else in my household

- My gardener
- Other
- Not sure

Page 2 - Question 21 - Choice - Multiple Answers (Bullets)

[Up To 3

If you do not regularly adjust your timer-based irrigation controller, what are the reasons why?

- Too complicated / don't know how
- Don't have the time
- Not sure of how much or how often to water
- Other, please specify

Page 3 - Question 22 - Choice - Multiple Answers (Bullets)

Are you aware that your City has a website, which includes rebate and program information?

- No.
- Yes, but I have not visited the site yet.
- Yes, and I've visited the site.
- Yes, and I've participated in programs or rebates.
- Yes, and I plan to visit in the future for rebates on water saving devices and water smart landscaping resources.

Page 1 - Question 27 - Choice - One Answer (Bullets)

What is your gender? (optional)

- Male
- Female

Page 3 - Question 23 - Choice - One Answer (Bullets)

Do you own or rent your home? (optional)

- Own
- Rent

Page 3 - Question 24 - Open Ended - Comments Box

If there is anything else you would like us to know regarding your level of satisfaction with your water service from your City, please comment here. (Note: If you have a question that requires a response, please contact us by phone or email)

Would you be willing to be contacted by phone in order to provide additional feedback?

- No.
- Yes. Here is the best phone number to reach me and best time to call:

Thank you for your interest in programs that save water!
The winner of the \$100 cash prize will be notified in February.
If you would be willing to provide additional feedback, please provide your phone number below.

Description

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$80,254.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

William Granger, Water Conservation Administrator
2260 Glen Ellen Cir, Sacramento, CA 95822
P: 916-808-1417 F:916-808-5655

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

PAYMENT TERMS

A. Compensation

For services provided in Exhibit A, Scope of Services, the City shall pay the Contractor on an itemized and invoiced basis as described in ~~Exhibit B~~ section D, titled "Fee" and "Charge-out rates". The not-to-exceed amount for all services is \$80,254. 

B. Reimbursable Expenses

1. The hourly billing rate as indicated at the end of this attachment, Charge-Out Rate, shall cover standard overhead and profit, including telephone charges, miscellaneous copying costs, and computer use. *These expense items shall not be reimbursable as separate expenses or fees.*
2. Other reimbursable expenses specific to the project are itemized below:
 - a. Round trip mileage exceeding 75 miles will be reimbursed at \$0.555; otherwise, mileage is included in the overhead as part of the multiplier.
 - b. Express Mail.
 - c. Other items must be pre-approved by The City.

C. Additional Services

Should the City desire the Consultant to provide additional services, such services shall be authorized, in writing, by the City project manager. Compensation for additional services shall be at the Charge-Out Rates.

D. ^{Fee}~~Cost Estimate~~ and Charge Out Rates

<u>Fee</u>	<u>Amount</u>
Initialization (one-time only, invoiced upon signing of Agreement)	\$ 10,000
Consumer Portal (annual fee, invoiced quarterly pro rata)	\$ 9,000
Water Efficiency Dashboard (annual fee, invoiced quarterly pro rata)	\$ 3,650
Data Processing (annual fee, invoiced quarterly pro rata)	\$ 12,000
Subtotal: Digital Services	\$ 34,650
Print Home Water Reports (\$0.96 / Report, invoiced upon signing of Agreement)	\$ 28,860
Print Welcome Letters (\$0.57 / Letter, invoiced up signing of Agreement)	\$ 2,860
Print Customer Insight Surveys (\$2.31 / Survey, invoiced upon signing of Agreement)	\$ 13,884
TOTAL	\$ 80,254

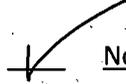
<u>Charge-Out Rates</u>	
	<u>Rate / Day</u>
Additional Engineering Customization -Software Integration -Data integration (3 rd party or The City)	\$ 2,000
Additional Professional Services - Customized WaterInsight Portal / Water Efficiency Dashboard - Customized surveys & Home Water Reports - Additional training & account management	\$ 1,000

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]



Not furnish any facilities or equipment for this Agreement; or



furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR'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 CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR 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 CONTRACTOR'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. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its 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 CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR 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 CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR 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 CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR 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 CONTRACTOR's performance of Services under this Agreement. CONTRACTOR 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. CONTRACTOR 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. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR 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. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR 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. The preceding sentence is subject to the clarifications set forth in Section C of Attachment 1 to Exhibit D (Software-As-A-Service Provisions). In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement which is based on CITY data and provided to CITY. 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, photostating, photographing, 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, which are based on CITY data and provided to CITY. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY. This Section is subject to CONTRACTOR's reservation of certain intellectual property rights, as set forth in Section A of Attachment 1 to Exhibit D (Software-As-A-Service Provisions).
- B. CONTRACTOR 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 CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights, except to the extent liability arises from CONTRACTOR's innocent use of data or materials provided by CITY. CITY shall make reasonable efforts to notify CONTRACTOR 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 CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, 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 "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR 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 attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR 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 CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, 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 CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR with 7 days notice. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been

terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be

signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of

the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage, or have coverage maintained by CONTRACTOR, that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the

nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** Attachment 1 (Software-As-A-Service Provisions) is attached and hereby incorporated by reference. This document, including all Exhibits and Attachments, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, 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.
16. **Enforcement of Agreement.** 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 or Federal District Court located in Sacramento 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 courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY, except in the event CONTRACTOR is acquired by or merges with another firm. Any attempted or purported assignment without CITY's written consent or advance authorization

in the Agreement shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. **Publicity.** The parties may develop and agree, in writing, upon materials to be used for publicity purposes, including the use of each party's name and logo. Either party's use of the other party's name or logo for publicity purposes shall only be allowed if so authorized by the other party.

**ATTACHMENT 1 TO EXHIBIT D
SOFTWARE-AS-A-SERVICE PROVISIONS**

BACKGROUND: CONTRACTOR'S services are to be provided primarily by utilization of CONTRACTOR's proprietary software hosted on CONTRACTOR's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like CONTRACTOR are commonly referred to as "SaaS (software-as-a-service)" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling CONTRACTOR's SaaS service model and providing substantial cost savings for CITY, are set forth below and incorporated by reference in the Agreement.

A. CONTRACTOR's reservation of intellectual property rights

CITY acknowledges that services contemplated by this Agreement are to be provided primarily by remote online utilization of CONTRACTOR's proprietary software. CONTRACTOR has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("CONTRACTOR IP"). CITY acknowledges that CONTRACTOR owns and shall own all intellectual property rights in and to the CONTRACTOR IP and derivative works of CONTRACTOR IP (whether independently or jointly conceived), and that CITY shall acquire no right or interest in the same except for (a) ownership of "information" as defined and stated in Section 7.A of the General Provisions (Exhibit D of the Agreement), and (b) the following license grant with respect to CONTRACTOR IP. CONTRACTOR hereby grants to CITY a perpetual, non-exclusive, non-sublicenseable, non-transferable, license and right to use the CONTRACTOR IP embodied in the "information" within CITY's service territory. CITY may not build or sublicense others to build an additional work of improvement that embodies or derives from CONTRACTOR IP without CONTRACTOR's prior written consent. All rights not expressly granted by CONTRACTOR are reserved.

B. CITY's cooperation in providing necessary inputs

Reports and other deliverables to be provided by CONTRACTOR via its proprietary software require certain data from CITY. CITY shall provide CONTRACTOR with those data, records, reports, approvals and other inputs identified for CITY to provide in Attachment 1 to Exhibit A (Scope of Services) or

otherwise requested by CONTRACTOR. CITY shall ensure that such inputs are accurate and within CITY's legal rights to share with CONTRACTOR subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and CITY shall provide its inputs within the timeframes specified for CITY by the Scope of Services. CONTRACTOR shall not be responsible for delays outside CONTRACTOR's control, and deadlines for CONTRACTOR's performance shall be adjusted, if necessary, to accommodate delays by CITY.

C. CONTRACTOR'S use of aggregated data

CONTRACTOR shall abide by its confidentiality obligations set forth in the Agreement, subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. CITY hereby gives its permission to CONTRACTOR to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to CITY end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes.

D. Software corrections and third party acts

In the event that CONTRACTOR's services fail to meet specifications or other requirements specified by the Scope of Services, CITY shall promptly notify CONTRACTOR and CONTRACTOR shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally intended. If CONTRACTOR promptly makes such correction or substitution, CONTRACTOR shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. CITY understands that CITY's use of CONTRACTOR's services provided online may be interrupted by circumstances beyond CONTRACTOR's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within CONTRACTOR's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). CONTRACTOR shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that CONTRACTOR has exercised due care. However, in the case of any Third Party Act which will delay or prevent CONTRACTOR from providing online services to CITY, CONTRACTOR will promptly notify CITY and assist in mitigating any impact.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed:

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2013

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

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

PRODUCER Jaffe-Schlossberg, Inc. 3502 Geary Blvd, 3rd Floor San Francisco CA 94118	CONTACT NAME: Willis Wong PHONE (A/C No. Ext): (415) 221-5340 E-MAIL ADDRESS: willis@jaffe-schlossberg.com	FAX (A/C No.): (415) 386-6853
	INSURER(S) AFFORDING COVERAGE	
INSURED WATERSMART SOFTWARE, INC. 1550 TIBURON BLVD #G604 BELVEDERE TIBUR CA 94920	INSURER A: Hartford Casualty Ins Co	
	INSURER B: Philadelphia Indemnity	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL134100993 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			57SBMDO5806	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			57SBMDO5806	5/17/2013	5/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
				\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					E.L. EACH ACCIDENT \$	
			N/A				E.L. DISEASE - EA EMPLOYEE \$	
B	Professional Liability			PHSD829171	3/14/2013	3/14/2014	Liability Limit - Each Claim \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Sacramento, its officials, employees and volunteers are named as an Additional Insured, as required by written contract, per the Business Liability Coverage SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Sacramento
 Department of Utilities
 Field Services Division
 5730 24th Street, Building 22
 Sacramento, CA 94822

CANCELLATION

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
 Dennis Jaffe

(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 "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. ~~Additional Insureds When Required By Written Contract, Written Agreement Or Permit~~

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. ~~Any Other Party~~

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2013

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
E-MAIL ADDRESS: work.comp@trinet.com			
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for WaterSmart Software, Inc. 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	060517961 (CA)	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 95GF / B64

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER City of Sacramento, Department of Utilities Field Services Division 5730 24t St, Building 22 Sacramento, CA 94822	CANCELLATION 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 Aon Risk Services Northeast, Inc.
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