

**Meeting Date:** 6/21/2016

**Report Type:** Consent

**Report ID:** 2016-00576

**Title: Fiscal Year 2016/17 Maintenance and Technical Support Services for Computer-Related Software and Hardware Equipment Report (Published for 10-Day Review 06/10/2016)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to: 1) renew the annual software license and maintenance/technical support services agreements with Adlib Publishing Systems, Atlassian, County of Sacramento, Data911, EMC Corporation, EnChoice-CYA Technologies, ESRI Inc., FDM Software, Generis Corp, GovDelivery, Infor EAM, Junar, Kronos, Lucidworks, PaperFree Corporation, OpenGov, Oracle America, Sitecore USA, Site Improve, Source Code Technology Holdings, The Active Network, and Versaterm for an amount not to exceed \$7.279M; 2) execute supplement No. 2 for Agreement 2015-0137 with Community College Foundation for a student intern program for a new not-to-exceed amount of \$400,000; 3) execute supplement No. 4 for Agreement 2011-1247 with 3D Datacom for telecommunication cabling services for a new not-to-exceed amount of \$787,500; 4) execute supplement No. 4 for Agreement 2011-1248 with Integrity Data and Fiber for telecommunication cabling services for a new not-to-exceed amount of \$1,437,500.

**Contact:** Ignacio Estevez, IT Manager, (916) 808-7349; Maria MacGunigal, Chief Information Officer, (916) 808-7998, Information Technology Department

**Presenter:** None

**Department:** Information Technology

**Division:** IT Business Management

**Dept ID:** 07001011

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A
- 4-Contract

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**City Attorney Review**

Approved as to Form  
Audreyell A. Anderson  
6/1/2016 5:00:48 PM

**Approvals/Acknowledgements**

Department Director or Designee: Maria MacGunigal - 5/31/2016 11:51:25 AM

## Description/Analysis

**Issue Detail:** In May 2016, the Information Technology (IT) Department conducted its annual review of all citywide computer-related supplies and technical services purchased in FY2015/16. The review shows the City has ongoing agreements that provide for annual renewal of software license and maintenance/technical support services from multiple vendors where the annual expenditures per vendor exceed \$100,000. The Sacramento City Code requires Council approval for purchases of \$100,000 or more.

Staff requests spending authorization to cover the annual renewal of the software license, maintenance, and technical services agreements with the vendors listed in Exhibit A.

**Policy Considerations:** The recommendations in this report are in accordance with the goals, objectives, initiatives and operating principles of the City's IT Department, Sacramento City Code Chapters 3.56 and 3.64, and Administrative Policy Nos. 4001, 4104, and 4102.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** This report concerns administrative activities and government fiscal activities that do not constitute a "project" as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)). CEQA review for any project, which utilizes funds allocated under the FY2016/17 CIP budget, has been or will be performed in conjunction with planning, design, and approval of each specific project as appropriate.

**Sustainability:** Under Phase 1 of the City of Sacramento's Climate Action Plan, all applicable "Green" technology initiatives will be considered prior to the purchase of IT equipment hardware and software.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The vendors listed in Exhibit A have met the City's policy requirements for contracting and are providing ongoing maintenance and technical support services for software and hardware equipment purchases previously approved by City Council or through the City's regular procurement process. The maintenance agreements identified in Exhibit A provide required support for several of the City's most critical business systems. To increase efficiency, the request for spending authorization is presented in an annual consolidated fashion rather than as multiple requests throughout the year.

**Financial Considerations:** The request for authority to renew the software license, maintenance and technical service agreements identified in Exhibit A does not exceed \$7.279 million. Staff has negotiated with all vendors to minimize or, where possible, eliminate these

annual increases. At such time that the overall total or individual limit by company exceeds the amounts in this resolution, or in cases involving unanticipated purchases of IT hardware, software or services, separate Council authorization will be requested. Funding for the renewal of ongoing license and maintenance/support services are included in the FY2016/17 IT operating and CIP budgets.

**Local Business Enterprise (LBE):** The City's LBE program requirements do not apply to cooperative purchase agreements bid by other agencies. Each of the proposed amendments relate to agreements entered into prior to enactment of the City's LBE participation requirements.

## Background

1. This report has been prepared to ensure that City Council is aware of the overall levels of IT purchases citywide and that we are in compliance with the Council's directive that all purchases from a single company exceeding \$100,000 cumulatively be reviewed and approved.
2. Staff Review: For the past several years, the City Council has approved and authorized the purchase of ongoing computer related supplies (including hardware and software maintenance) and technical services in a consolidated approval format. Below is a summary of the previously approved IT purchases for ongoing hardware and software maintenance, and technical support services.
  - a. Fiscal Year 2009/10: not-to-exceed \$1,785,000 (Resolution 2009-418).
  - b. Fiscal Year 2010/11: not-to-exceed \$2,285,000 (Resolution 2010-261)
  - c. Fiscal Year 2011/12: not-to-exceed \$2,426,500 (Resolution 2011-382)
  - d. Fiscal Year 2012/13: not-to-exceed \$2,677,000 (Resolution 2012-426)
  - e. Fiscal Year 2013/14: not-to-exceed \$4,410,000 (Motion 2013-00465).
  - f. Fiscal Year 2014/15: not-to-exceed \$2,221,584 (Motion 2014-00458)
  - g. Fiscal Year 2015/16: not-to-exceed \$2,834,000 (Motion 2015-0159)

During the third quarter of each fiscal year, staff reviews IT purchases, comparing the level of those purchases to budgets in the new fiscal year preparing a report similar to this for Council review and approval. In certain situations, where the overall total or individual limit by the vendor exceeds the approved amounts, or in cases involving unanticipated purchases of IT hardware, software and/or services, individual Council report requests will be prepared for Council's approval. Although annual contract amounts may fluctuate, an average of \$2.6 million per year has been allocated for software licenses and maintenance/technical support services over the past five years.

The FY2016/17 IT Maintenance request is significantly higher which is due to a five-year contract renewal with Oracle America to renew software maintenance and technical support services for the City's financial and personnel system (also known as eCAPS), Database Systems, and Hyperion Enterprise Performance Management. By renewing the maintenance contract with Oracle America for five-years, the City is able to take advantage of a pricing lock that is free of normal license fee increases over the next five years saving the City approximately \$258,000.

IT Technical Support and Maintenance Contracts

Vendor Name	Amount	Description
3D	\$75,000	Execute Supplemental Agreement No. 4 to City Agreement 2011-1247 for telecommunication cabling services increasing the new total not-to-exceed amount to \$787,500.
Adlib Publishing Systems, Inc.	\$8,000	Adlib PDF Automation Software license, maintenance and technical support. City Agreement 2015-2257.
Atlassian	\$9,000	Annual Jira Software license maintenance.
Community College Foundation	\$200,000	Execute Supplemental Agreement No.1 to Agreement 2015-0137 for student Intern program increasing the new total not-to-exceed amount to \$200,000.
County of Sacramento	\$1,465,000	Maintenance and access to County of Sacramento information database systems that include support to law enforcement (CJIS, JIMS) (\$385,000) – City Agreement 2006-0784.  800 MHz radio system user fees for the Sacramento Regional Radio Communication System (SRRCS) (\$1,000,000)– City Agreement 2010-1010.  Web Geographic Information Systems and other IT systems (\$80,000) – City Agreement 2013-0453
Data911	\$250,000	Software license, maintenance and technical support for Lucidworks website search tool. City Agreement 2016-0112.
EMC Corporation	\$100,000	Software license, maintenance and technical support for the Citywide Content Management System (CCM). City Agreement 2007-1203-A.
EnChoice-CYA Technologies	\$5,000	Software license, maintenance and technical support for CYA software.
ESRI Inc.	\$100,000	Software license, maintenance and technical support for ESRI software. City Agreement 2005-0949.
FDM Software, Ltd	\$75,000	Software license, maintenance and technical support for the Fire Department Records Management System. City Agreement 2005-0058.
Generis Corp	\$15,000	Software license, maintenance and technical support for CARA software. City Agreement 2015-0652.

IT Technical Support and Maintenance Contracts

Vendor Name	Amount	Description
GovDelivery	\$40,000	Software license, maintenance and technical support for GovDelivery email subscription management system. City Agreement 2014-0670.
IDF	\$250,000	Execute Supplemental Agreement No. 4 to City Agreement 2011-1248 for fiber and data networking increase the new total not-to-exceed amount to \$1,437,500.
Infor EAM	\$110,000	Software license, maintenance and technical support for Infor EAM Work Order Management System. City Agreement 2010-0107.
Junar	\$9,000	Annual Software maintenance and technical support for the City's Open Data Portal.
Kronos	\$20,000	Software license, maintenance and technical support for Fire Department Telestaff System used for employee timesheet administration. City Agreement: 2015-1255.
Lucidworks Inc.	\$26,000	Software license, maintenance and technical support for Lucidworks website search tool. City Agreement 2016-0112.
PaperFree Corporation -	\$66,000	Software license, maintenance and technical support for the City's Accounts Payable Invoice Automation System. City Agreement 2015-0185.
OpenGov	\$40,000	Software license, maintenance and technical support for the City's OpenGov web-based financial visualization system. City Agreement 2015-0994.
Oracle America	\$3,850,000 (5 Years of Maintenance)	Software, software maintenance, and technical services that supports the City's Finance and Human Resources Systems (also known as electronic Citywide Accounting and Personnel System (eCAPS), 311/CRM System (Oracle Cloud Services), and Hyperion Enterprise Performance Management. (5 Year Maintenance: \$2,890,000) (City Agreements: 2006-1178, 2006-1178-8, 2015-1909).  Software, software maintenance, and technical services that supports the City's Database Systems (5 Year Maintenance: \$960,000) – Reso-2003-331.
Sitecore USA	\$20,000	Software license, maintenance and technical support for the City's website. City Agreement 2012-0794.
Site Improve	\$6,000	Software maintenance and technical support for Siteimprove Web Search Software Services.
Source Code Technology Holdings	\$40,000	Software license, maintenance and technical support for the City's K2 Business Process Management (BPM) system. City Agreement 2015-0051.
Vendor Name	Amount	Description

**IT Technical Support and Maintenance Contracts**

The Active Network	\$100,000	Software license, maintenance and technical support for the City's Cashiering and Class Registration System. City Agreement 2005-094
Versaterm	\$400,000	Software license, maintenance and technical support for the CAD and RMS database system used by the Police Department – City Manager Agreement 2002-189.
<b>Total</b>	<b>\$7,279,000</b>	

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Telecommunications OSP/ISP Cabling Services  
Purchase Order #:

Date: 5-23-16  
Supplemental Agreement No.: 4

The City of Sacramento ("City") and 3D Datacom ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Agreement Number 2011-1247, 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 scope of Services specified in Exhibit of the Agreement is extended through June 30, 2017.

- 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 \$75,000 and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$150,000
Net change by previous supplemental agreements:	\$562,500
Not-to-exceed amount prior to this supplemental agreement:	\$712,500
Increase by this supplemental agreement:	\$75,000
New not-to exceed amount including all supplemental agreements:	<u>\$787,500</u>

- 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.

Approved :

Approved As To Form By:

\_\_\_\_\_  
Maria MacGunigal, Chief Information Officer  
Information Technology Department  
For: John F. Shirey, City Manager

\_\_\_\_\_  
City Attorney

Approved By:

Peter M. Pedersen  
Signature of Authorized person for  
3D Datacom, Contractor  
Peter M. Pedersen, V.P.  
Print Name and Title

Attested To By :  
\_\_\_\_\_

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\***

**Name Of Person Or Organization:**

**CITY OF SACRAMENTO DEPT OF  
PUBLIC WORKS**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.





**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

Named • 3D DATACOM (CORP)  
Insured • 11365 SUNRISE GOLD CIR  
• RNCHO CORDOVA CA 957426512

Agent  
95-37-341

Effective Date 01/01/16

E0511-82-78      2016  
Policy Number      Policy  
of the Company      Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of \_\_\_\_\_.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned \_\_\_\_\_  
Authorized Representative

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Community College Foundation Intern Program

**Date:** 5/23/16

**Purchase Order #:**

**Supplemental Agreement No.:** 2

The City of Sacramento ("City") and Community College Foundation ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0137, 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 Agreement's Time of Performance specified in Exhibit A is hereby extended through June 30, 2017.

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 200,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>50,000</u>
Net change by previous supplemental agreements:	<u>150,000</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>200,000</u>
Increase by this supplemental agreement:	<u>200,000</u>
New not-to exceed amount including all supplemental agreements:	<u>400,000</u>

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

\_\_\_\_\_  
City Attorney

**Approved By:**



\_\_\_\_\_  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/07/2015

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Sacramento CA Office 2277 Fair Oaks Blvd, Suite 250 Sacramento CA 95825 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (916) 369-4800      FAX (A/C. No.): 847-953-2283		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> The Community College Foundation 1901 Royal Oaks Drive Sacramento CA 95815 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B:</b> Philadelphia Indemnity Insurance Company		18058
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570059774566      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Liability \$1M/\$2M Sexual Abuse & Molestation - \$1M/\$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1400214 General Liability	10/01/2015	10/01/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Abuse & Molestation*	\$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1400214 Business Auto	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB516446 Umbrella	10/01/2015	10/01/2016	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC2291458581025 Workers' Compensation	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*The City of Sacramento, its officials, employees and volunteers are named additional insured as respects General liability per attached form CG20261185 with Primary Status and on the Business Auto Liability per form CA20480299.  
\*\*10 days notice of cancellation due to non-payment of premium. \*Sexual Abuse & Molestation \$1,000,000 each occurrence / \$2,000,000 aggregate.  
\*\*Professional Liability/E&O \$1,000,000 each occurrence / \$2,000,000 aggregate.

<b>CERTIFICATE HOLDER</b>  City of Sacramento Solid Waste Division 2812 Meadowview Road, Building 1 Sacramento CA 95832 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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ACORD 25 (2014/01)

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Holder Identifier :

Certificate No : 570059774566



THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

Name of Person or Organization: Blanket where required under written contract.

The City of Sacramento, its officials, employees and volunteers are named additional insured

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

- A. **Section II - Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
  - (1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added.
  - 2. **Exclusions**  
This insurance does not apply to "bodily injury" or "property damage" occurring after:
    - (2) That portion of "your work" out of which the Injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

It is further agreed that such insurance as is afforded by the policy for the benefit of the additional insureds shall be primary insurance, but only as respects any claims, loss or liability arising out of the Named Insured's operations and any insurance maintained by the Additional Insured shall be non-contributing.

INSURANCE COMPANY	PRODUCER
Philadelphia Indemnity Insurance Co.	Aon Risk Insurance Services West, Inc.
	COUNTERSIGNATURE OF AUTHORIZED AGENT
	<i>Alex Michon</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured:

**Community College Foundation**

### **SCHEDULE**

Name of Person(s) or Organization(s):

**City of Sacramento, its officials, employees and volunteers are named as additional insured**

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

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

<u>Person or Organization</u>	<u>Job Description</u>
WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.	
CALIFORNIA: THE PREMIUM CHARGE IS 2% OF THE TOTAL MANUAL PREMIUM SUBJECT TO A MINIMUM PREMIUM OF \$250 PER POLICY	
THIS ENDORSEMENT IS SUBJECT TO AUDIT.	

City of Sacramento, its officials, employees and volunteers are named as additional insured

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. 1  
WC2-Z91-458581-0

Effective Date  
10/01/15

Issued to THE COMMUNITY COLLEGE FOUNDATION

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

<u>Person or Organization</u>	<u>Job Description</u>
WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.	
CALIFORNIA: THE PREMIUM CHARGE IS 2% OF THE TOTAL MANUAL PREMIUM SUBJECT TO A MINIMUM PREMIUM OF \$250 PER POLICY	
THIS ENDORSEMENT IS SUBJECT TO AUDIT.	

City of Sacramento, its officials, employees and volunteers are named as additional insured

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. '  
WC2-Z91-458581-0

Effective Date  
10/01/15

Issued to THE COMMUNITY COLLEGE FOUNDATION

# CONTRACT SUPPLEMENT

Project Title and Job Number: Telecommunications OSP/ISP Cabling Services

5/23/16

Purchase Order #:

Contract Supplement No.: 4

The City of Sacramento ("City") and Integrity Data & Fiber ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2011-1248, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Services specified in Section 2 of the Agreement is amended as follows:  
The term of the Agreement specified in Exhibit A was for one year, commencing on October 25, 2011. The Agreement authorizes additional extensions at the City's sole discretion. This Agreement was last extended to June 30, 2016 in Supplement Agreement No. 3. This supplement extends the term of the Agreement to June, 2017 and increase the supplemental agreement.
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 \$250,000.00. The Agreement's amended maximum not-to-exceed amount is as follows:

Agreement's original not-to-exceed amount:	<u>\$250,000</u>
Net change by previous contract supplements:	<u>\$937,500</u>
Not-to exceed amount prior to this supplemental agreement:	<u>\$1,187,500</u>
<b>Increase</b> by this contract supplement:	<u>\$250,000</u>
New not-to exceed amount including all contract supplements:	<u>\$1,437,500</u>
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 contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement 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 contract supplement.

Approval Recommended By:

Approved As To Form By:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Deputy City Attorney

Approved By:

  
\_\_\_\_\_  
Contractor

Approved By: Justin Miller, Vice President

Attested To By:

\_\_\_\_\_  
City of Sacramento

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2015

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).

<b>PRODUCER</b> SHAW INSURANCE SERVICES P O BOX 729 2275 NORTH STREET ANDERSON CA 96007  <b>INSURED</b> INTEGRITY DATA AND FIBER, INC 6751 HILLSVIEW DRIVE VACAVILLE, CA 95688	<b>CONTACT</b> NAME: Cathy Lee PHONE (530) 365-2576 FAX (530) 365-8529 E-MAIL ADDRESS: cathylee@shawinsuranceservices.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A OHIO CASUALTY INSURANCE CO</td> <td>24074</td> </tr> <tr> <td>INSURER B AMERICAN FIRE AND CASUALTY CO.</td> <td>24066</td> </tr> <tr> <td>INSURER C INSURANCE COMPANY OF THE WEST</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A OHIO CASUALTY INSURANCE CO	24074	INSURER B AMERICAN FIRE AND CASUALTY CO.	24066	INSURER C INSURANCE COMPANY OF THE WEST	27847	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **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.

REF. LTR.	TYPE OF INSURANCE	X DISBURSE	INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			WSD56566742	6/12/2015	6/12/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (See endorsement)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMBOP AGG	\$ 2,000,000
							Expenses Mod Factor 1	\$
							COMBINED SINGLE LIMIT (See endorsement)	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAAS6566742	6/12/2015	6/12/2016	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						Uninsured motorist combined	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UBA56566742	6/12/2015	6/12/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						<input checked="" type="checkbox"/> PER STATUTE	OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WBA500685304	10/1/2015	10/1/2016	E.L. EACH ACCIDENT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to TP)		Y/N N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)  
 10 DAY NOTICE OF CANCELLATION APPLIES FOR NON PAYMENT OF PREMIUM. 30 DAY NOTICE FOR ANY OTHER REASON.

<b>CERTIFICATE HOLDER</b>  SACRAMENTO POLICE DEPARTMENT 555 SEQUOIA PACIFIC BLVD SACRAMENTO, CA 95811	<b>CANCELLATION</b>  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  Cathy Lee/CATHY <i>Cathy Lee</i>
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 ACORD 25 (2014/01)  
 INS025 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

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6/11/2015

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<b>PRODUCER</b> SHAW INSURANCE SERVICES P O BOX 729 2275 NORTH STREET ANDERSON CA 96007  <b>INSURED</b> INTEGRITY DATA AND FIBER, INC 6751 HILLSVIEW DRIVE VACAVILLE, CA 95688	<b>CONTACT NAME:</b> Cathy Lee <b>PHONE (AC, No, Ext):</b> (530) 365-2576 <b>FAX (AC, No):</b> (530) 365-8529 <b>E-MAIL ADDRESS:</b> cathylee@shawinsuranceservices.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: OHIO CASUALTY INSURANCE CO</td> <td>24074</td> </tr> <tr> <td>INSURER B: AMERICAN FIRE AND CASUALTY CO.</td> <td>24066</td> </tr> <tr> <td>INSURER C: INSURANCE COMPANY OF THE WEST</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OHIO CASUALTY INSURANCE CO	24074	INSURER B: AMERICAN FIRE AND CASUALTY CO.	24066	INSURER C: INSURANCE COMPANY OF THE WEST	27847	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:** CL1561000439      **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.

REF. LTR.	TYPE OF INSURANCE	X DISCREET	INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			WSD56566742	6/12/2015	6/12/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						CHARGE TO RENTED PREMISES (See conditions)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMBOP AGG	\$ 2,000,000
							Expenses Mod Factor 1	\$
B	AUTOMOBILE LIABILITY			BAAS6566742	6/12/2015	6/12/2016	COMBINED SINGLE LIMIT (See conditions)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> Hired AUTOS						PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist combined	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UBA56566742	6/12/2015	6/12/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
							PER STATUTE	OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Any PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to TP) (If yes, describe under DESCRIPTION OF OPERATIONS below)		Y/N	WBA500685304	10/1/2015	10/1/2016	E.L. EACH ACCIDENT	\$ 1,000,000
			N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
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 10 DAY NOTICE OF CANCELLATION APPLIES FOR NON PAYMENT OF PREMIUM. 30 DAY NOTICE FOR ANY OTHER REASON.

<b>CERTIFICATE HOLDER</b>  SACRAMENTO POLICE DEPARTMENT 555 SEQUOIA PACIFIC BLVD SACRAMENTO, CA 95811	<b>CANCELLATION</b>  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  Cathy Lee/CATHY <i>Cathy Lee</i>
--	--

G.

**ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the signing of such written contract or written agreement; or
  - b. Premises or facilities rented by you or used by you; or
  - c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
  - d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
    - (1) This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for the state or political subdivision;
    - (2) This insurance does not apply to “bodily injury” or “property damage” included within the “completed operations hazard”.
    - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
      - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
      - (b) The construction, erection, or removal of elevators; or
      - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person’s or organization’s status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 4. Other Insurance

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

### a. Primary Insurance

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

### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

G.

**ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the signing of such written contract or written agreement; or
  - b. Premises or facilities rented by you or used by you; or
  - c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
  - d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
    - (1) This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for the state or political subdivision;
    - (2) This insurance does not apply to “bodily injury” or “property damage” included within the “completed operations hazard”.
    - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
      - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
      - b) The construction, erection, or removal of elevators; or
      - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person’s or organization’s status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

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

**a. Primary Insurance**

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**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.