RESOLUTION NO. 2012-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROHNERT PARK AND CRW SYSTEMS INC. FOR PERMIT MANAGEMENT AND PROJECT TRACKING SOFTWARE SYSTEM

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's Purchasing Policy;

WHEREAS, the Rohnert Park City Council approved a Strategic Implementation Action Plan for Fiscal Year 2012-13 which included Goal C-4, "Integrate Technology into Operations" and as an action step toward Goal C-4, to "implement permit/project tracking software";

WHEREAS, the existing building permit system that has been in place for over fifteen years is unable to support desired services for the City's customers and staff such as online permitting, inspection scheduling and geographic information systems (GIS) integration;

WHEREAS, the City desires to purchase and implement a new permit management and project tracking software system to replace the existing building permit system;

WHEREAS, the purchase and first year costs to implement such system is included in the approved City Budget FY 2012-13;

WHEREAS, a Request for Proposal (RFP) for permit management and project tracking software systems was issued in June 2012, and a selection process conducted, including proposal evaluations, product demonstrations and reference checks to result in the selection of CRW Systems, Inc. as the preferred vendor whose system best meets the City's needs.

NOW, THEREFORE the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

Section 1: Agreement. The City Council approves an Agreement by and between CRW Systems, Inc., a California corporation, and the City of Rohnert Park, a municipal corporation, for the installation of an automated permit management and project tracking software system and related subsystems as described more specifically in the agreement shown in *Exhibit A*, for a not-to-exceed amount of $168,800.

Section 2. City Manager Authorization. City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as *Exhibit A*. City Manager is further authorized to appropriate and encumber funds for the above-named project for Fiscal Year 2012-13.
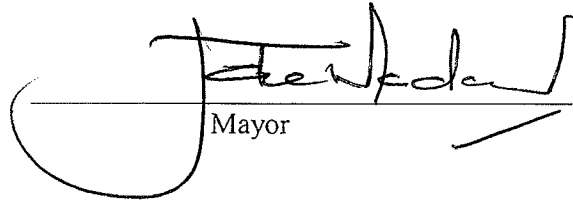
Section 3. <u>Authorized Signatures</u>. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED AND ADOPTED this date of 13th of November, 2012.

ATTEST: **CITY OF ROHNERT PARK**

_____   _____
City Clerk   Mayor

Attachments: Exhibit A

AHANOTU: **AYE**   BELFORTE: **AYE**   CALLINAN: **AYE**   STAFFORD: **AYE**   MACKENZIE: **AYE**
AYES: (**5**)   NOES: (**0**)   ABSENT: (**0**)   ABSTAIN: (**0**)

AGREEMENT

FOR THE INSTALLATION AND USE OF

PERMIT MANAGEMENT AND PROJECT TRACKiNG SOFTWARE SYSTEM

This Agreement is entered into this _____ day of _____, _____, by and between CITY OF ROHNERT PARK, CA, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit management and project tracking software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. **SCOPE OF SERVICES / SCOPE OF WORK**

    A.1. **PROJECT DESCRIPTION:**

        The Project is more specifically defined as follows: Installation of an automated permit management and project tracking software system, and related subsystems.

    A.2. **AGREEMENT CONTENTS:**

        This Agreement includes the following Exhibits:

Exhibit A.	Project Scope of Work.
Exhibit B.	Project Milestone and Payment Schedule.
Exhibit C.	Project Cost Summary
Exhibit D.	Software License
Exhibit E.	System Acceptance Testing
Exhibit F.	Insurance Requirements

    A.3. **COMMENCEMENT DATE:**

        A.3.1. The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.

        A.3.2. A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.

        A.2.3. The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. **DUTIES AND RESPONSIBILITIES OF CRW**

    B.1. **SCOPE OF WORK:**

        B.1.1. After the commencement date, CRW shall perform the following services:

            (1) Install Permit Management and Project Tracking software.

            (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.

            (3) Provide configuration assistance in accordance with work processes and business rules established prior to the Workbook Collection meeting.

            (4) Provide hands-on, Administrator Training, as specifically provided herein.

            (5) Provide on-site, hands-on, User Training, as specifically provided herein.

            (6) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.

       B.1.2.   CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section E of the Agreement. Services to be provided do not include hardware.

B.2.   **MAINTENANCE AND SUPPORT:**
CRW shall provide the following maintenance and support services to CLIENT immediately following completion of System Acceptance Testing. Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of System Acceptance.

    B.2.1.   TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.

    B.2.2.   TRAKiT software updates that are posted from time to time by CRW on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by CLIENT onto CLIENT's network.

    B.2.3.   Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).

    B.2.4.   Technical support via web form on CRW web site (www.crw.com/support).

    B.2.5.   TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.

    B.2.6.   CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3.   **NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:**
Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

C.   **DUTIES & RESPONSIBILITIES OF CLIENT**

C.1.   **INFORMATION TO BE PROVIDED BY CLIENT:**

    C.1.1.   CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

        (1) Current valuation and fee structures

        (2) Current Permit and Project designations and categories

        (3) Examples of all current reports used by the CLIENT relating to permit management.

        (4) Any exceptions to the typical permit process, or any special permit processing requirements.

    C.1.2.   The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.

    C.1.3.   The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

C.2.   **CLIENT COOPERATION:**

    C.2.1.   CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

D.   **COMPENSATION**

D.1.   **CRW COMPENSATION & FEES:**
CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of **$168,600 [One Hundred Sixty-Seven Thousand, Eight Hundred and Fifty Dollars]**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total

Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

D.2.   **TERMS OF COMPENSATION:**
CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project cost is divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 5 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 30 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 0.833% per month of the amount past due, representing an annual percentage rate of 10%, which late fee shall be applied to any unpaid balance.

E.   **CHANGES AND ADDITIONS TO THE WORK**

E.1   **REQUIREMENTS OF WRITTEN CHANGE ORDERS:**
CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

E.2.   **PAYMENT FOR ADDITIONAL WORK:**
Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit C of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

INDEMNIFICATION AND INSURANCE

F.1.   **INDEMNIFICATION:**

F.1.1.   CRW shall indemnify, defend and hold harmless the City, its officers, elected officials, employees, agents and volunteers from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement and CRW shall bear any and all costs related thereto.

F.2.   **INSURANCE:**
Without limiting CRW's indemnification provided herein, CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth in Exhibit F to this Agreement. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

F.2.1.   Worker's Compensation on a state-approved policy form providing statutory benefits as required by law, with Employers Liability Insurance of not less than $1,000,000.00 for each accident, $1,000,000.00 disease-each employee, $1,000,000.00 disease-policy limit. A waiver of subrogation is required.

F.2.2.   Commercial General Liability Insurance - $2,000,000.00 Limit

F.2.3. Professional Liability Insurance - $2,000,000.00 Limit. Professional Liability insurance will be in force for 3 years after completion date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.

F.2.4. All policies are to be written through companies duly approved to transact that class of insurance in the State of California.

F.2.5. Insurance is to be placed with carriers with a Best rating of A:VII or better.

F.2.6. CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

F. 2.7 Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent.

F.3. PROOF OF INSURANCE:
A Certificate of Insurance and required endorsement for all insurance items will be provided to the City as proof that said insurance is in full force as of the date of this Agreement and shall reflect the City, its officers, elected officials, employees, agents and volunteers as an additional insured. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for insurance items with every invoice submitted during the term of this Agreement.

The City, its officers, elected officials, employees, agents and volunteers shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance, Auto Coverage, Workers Compensation and Professional Liability / Errors and Omissions without written notification and approval from the CLIENT.

G. TERMINATION
G.1. TERMINATION OF AGREEMENT
G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

G.1.2. In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.

G.1.3. Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.

G.1.4. Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and CRW shall be entitled to seek injunctive relief, as well as, monetary damages against CLIENT pursuant to applicable law.

H. OWNERSHIP OF DOCUMENTS
H.1. OWNERSHIP OF DOCUMENTS:
H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under

the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

H.1.3. CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW 's prior written consent.

H.2. **SOURCE CODE ESCROW:**

H.2.1. CRW shall maintain a software escrow account. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.

H.2.2. CRW will pay the entire cost of this source code escrow account.

H.2.3. CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement.

I. **COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES**

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. **DESIGNATED CONTRACT REPRESENTATIVES:**

I.1.1. The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
David Rowley, Information Systems Manager City of Rohnert Park 130 Avram Avenue Rohnert Park, CA 94928 Phone: (707) 584-2684 Email: drowley@rpcity.org	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

I.2 **DESIGNATED SYSTEM ADMINISTRATOR:**

I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

I.2.3. The System Administrators for CLIENT is designated as follows:

Implementation phase
Eydie Tacata, Management Analyst
(707) 588-2205
etacata@rpcity.org

Ongoing operations
Sonia Espino, Community Development Assistant
(707) 588-2240
sespino@rpcity.org

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES:

CRW shall obtain and maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT:

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES:

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

J.5. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of California. Venue for the enforcement of this agreement shall lie exclusively in Sonoma County, California.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Sonoma County, California, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

J.6. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J.7. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

J.8. WARRANTY ON TITLE:

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

J.9. APPLICATION SOFTWARE WARRANTY:

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Proposal for a Land Management/Building Permit Software System dated July 31, 2012, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

J.10 SERVICES WARRANTY:

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

J.11. **ENTIRE AGREEMENT:**
This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

J.12. **AGREEMENT AS OFFER:**
This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before December 1, 2012.

CITY OF ROHNERT PARK, CA   CRW SYSTEMS, INC.

Dated: _____   Dated: _____

By: _____   By: _____
    City Manager   Christopher R. Wuerz, President

Date: _____

Per Resolution No. 20__-__ adopted by the Rohnert
Park City Council at its meeting of _____.

APPROVED AS TO FORM:

By: _____
    City Attorney

ATTEST:

By: _____
    City Clerk

EXHIBIT A

PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

A. **On-Site attendance and participation in project meetings.**

Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. **Deliver computer software (TRAKiT) and database structures for SQL/Server database.**

Deliverable: Computer software; installation instructions; services to install software on CLIENT network and up to three (3) workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables. CRW does not configure/install any hardware.

B.1. **Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.**

Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:
(1) Purchase, pay fees, & print permits using one of the following vendors. Payment gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution.
- PayPal (Payflow Pro and/or Website Payments Pro)
- Authorize.NET (standard mode only)
- Plug 'N' Pay (standard mode only)
- USA ePay (standard and redirect mode)
- US Bank (redirect mode only)
- Virtual Merchant (standard and redirect mode)
- CSI eCollections (standard mode only)
- PayGov/PayTrust (standard mode only)
- Open Pay (standard mode only)
(2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
(3) Request inspections as a Contractor or Citizen.
(4) Review inspection, review, condition, fee statuses and updates.
(5) Create user logins for citizens and/or contractor login.
(6) Inspector login to change/input results.
(7) Reviewer login to update review notes and status results.

B.2. **Provide MobileTRAK module for field-ready iPAD interface.**

Deliverable: iTRAKiT module for iPad to provide the following functions:
(1) Login as TRAKiT Inspector.
(2) Complete and result scheduled PermitTRAK inspections from the field.
(3) Utilize in off-line mode without internet connection (GIS will not update).
(4) Provide access to Google Maps.
(5) Calculate efficient route.
(6) Upload photos from iPad, and view associated attachments (requires connection).

C.   **Provide data conversion services.**

> Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

> Applies to: Land data from a single source.

> Applies to: Historical data from PT Win32 BlackBear System. Approximately 15 years of data.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date. CRW does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

D.   **Provide software training.**

> Deliverable: Provide System Administrator training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

> Deliverable: Provide Report Writing training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

> Deliverable: Conduct two (2) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

> Deliverable: Conduct three (3) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CLIENT to provide classroom space, workstations, and networked access to the server for all on-site classes at CLIENT facilities. If CLIENT does not have hardware for conducting training, then CRW can provide onsite laptop labs for an additional cost.

E.   **Provide Project Implementation services.**

> Deliverable: Develop up to three (3) custom forms, and up to three (3) custom reports, as directed by CLIENT staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

> Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKiT database.

> Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and project forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

F.   **Deliver integration to Springbrook financial system.**

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKiT system into the Springbrook financial system. A sample export routine with instructions must be provided to CRW within 30 days of contract execution.

CLIENT will ensure that the product/license is up to date to take advantage of CRW's integration.

Permit Management and Project Tracking Software System
City of Rohnert Park, CA Contract No. 2012.1128

EXHIBIT B

PROJECT MILESTONE AND PAYMENT SCHEDULE

	Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
1.	Contract Execution / Notice to Proceed	CLIENT signs contract and provides Notice to Proceed.	CRW signs final contract.	December 1, 2012
2.	Project Hand-Off Call	CLIENT reviews and sets initial Project Timeline dates with CRW.	CRW & CLIENT review Project Timeline; CRW delivers electronic copies of Configuration Guide.	December 2012
3.	Confirm Hardware & Required Systems	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW confirms remote access.	December 2012
4.	Initial Data Extract	CLIENT uploads all legacy databases quoted in the contract to CRW's FTP site.	CRW provides FTP access for uploading all source files. CRW reviews initial data upload.	December 2012
5.	Software Installation	CLIENT provides remote access to servers.	CRW installs all TRAKiT software on CLIENT servers. One workstation will also be tested.	December 2012
6.	First Payment Due $70,000 (100% of Software Licensing)	Customer provides 1st payment for software licensing.		December 2012
7.	GIS Consultation	CLIENT conducts meeting with CRW to discuss the delivery expectations for GIS data.	CRW offers suggestions to ensure expected delivery is achieved. CRW provides a sample 'Map Template' to be used within TRAKiT GIS.	January 2013
8.	Delivery of Geodatabase	CLIENT uploads geodatabase onto CRW's FTP site for data mapping.	CRW begins mapping the source tables to the TRAKiT structure.	January 2013
9.	Database Consultation	CLIENT conducts meeting with CRW to discuss the data conversion process and a brief review of the data structure. CLIENT signs-off on Data Source Document.	CRW provides suggestions to ensure expectations are reviewed.	January 2013
10.	Kick-Off Meeting	CLIENT attends and participates in Kick-Off Meeting. Kick-Off Meeting is divided into 2 days with one full onsite initial training day, followed by a review of the Configuration Guide.	CRW conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing LandTRAK data fields. CRW provides workflow samples for future discussions.	January 2013
11.	1st LandTRAK Data Map Review	CLIENT reviews land data mapping document with CRW.	CRW provides a draft of the Land data map based on GIS data provided and information requested by the user group.	January 2013
12.	Initial Workflows	CLIENT provides initial workflows from various Departments for review.	CRW reviews initial workflows submitted for Business Process Meeting.	January 2013
13.	Business Process Review Meeting	CLIENT provides information and participates in preliminary business process discussion. Sessions are divided among various Departments implementing TRAKiT.	CRW assists the CLIENT with Workbooks and identifies process adaptations. eTRAKiT expectations and settings are reviewed for configuration.	February 2013
14.	1st Draft of Data Mapping	CLIENT to review data mapping	CRW to review initial draft of	March 2013

Permit Management and Project Tracking Software System
City of Rohnert Park, CA Contract No. 2012.1128

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
Document	document for legacy data provided by CRW.	data mapping document with CLIENT.	
15. Spatial Joins & Map Template Delivered	CLIENT provides all required spatial joins based on requirements. The finalized map template is also delivered to CRW.	CRW reviews the submitted spatial joins and map template from CLIENT.	March 2013
16. eTRAKiT Credit Card Gateway	CLIENT provides CRW with eTRAKiT credit card gateway information for integration.	CRW reviews credit card portal and prepares a scope for expectations.	March 2013
17. Workbook Collection Meeting	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into workflow; CLIENT provides complete set of source data for conversion.	CRW collects CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	March 2013
18. LandTRAK Data Map Sign Off	CLIENT signs-off on LandTRAK data mapping document.	CRW finalizes data map for CLIENT sign-off.	March 2013
19. Data Mapping Document Sign Off	CLIENT approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	April 2013
20. System Configuration	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	April-May 2013
21. Map Services Data Delivered	CLIENT delivers Map services and Map services data to CRW prior to Initial Delivery.	CRW configures Map services with data.	May 2013
22. Initial Delivery	CLIENT will attend the demonstration of the delivery.	CRW installs and demonstrates configured system with various Departments. eTRAKiT validation/preferences are reviewed with CLIENT.	May 2013
23. Workflow Processes Delivered	CLIENT receives written workflow processes from CRW.	CRW delivers a sample set of workflow processes to CLIENT for review and use during Training.	May 2013
24. Second Payment Due $18,212.5 (25% of Services minus portion of proposed discount)	Customer provides 2nd payment for services.		May 2013
25. System Acceptance Users Trained	CLIENT will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	June 2013
26. System Acceptance Testing Begins	CLIENT "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	June 2013
27. Initial Delivery Revisions	CLIENT delivers revision list to	CRW receives review comments	June 2013

Permit Management and Project Tracking Software System
City of Rohnert Park, CA Contract No. 2012.1128

Task	CLIENT Responsibilities	CRW Responsibilities	Target Date
	CRW.	from CLIENT and begins adjusting configured system.	
28. External Interface Review	CLIENT tests any external data interfaces provided by CRW; includes land update routine, accounting interface, and other data import routines.	CRW reviews any external data import/export routines prepared for CLIENT.	
29. Revised Delivery	CLIENT continues review of system.	CRW delivers revisions to CLIENT.	July 2013
30. Third Payment Due $18,212.5 (25% of Services minus portion of proposed discount)	Customer provides 3rd payment for services.		July 2013
31. GIS Final Review	CLIENT tests map services and updates with CRW.	CRW finalizes GIS configuration for Go Live.	July 2013
32. Final Revisions List	CLIENT delivers final revision list to CRW.	CRW receives review comments from CLIENT and makes final adjustments.	July 2013
33. eTRAKiT Final Connection Validated	CLIENT validates the configuration settings for eTRAKiT portal.	CRW provides remote assistance for eTRAKiT payment portal.	July 2013
34. Final Delivery	CLIENT reviews final items submitted.	CRW installs modified system.	August 2013
35. System Acceptance Testing Ends	CLIENT approves final system before User Training commences.		August 2013
36. Fourth Payment Due $18,212.5 (25% of Services minus portion of proposed discount)	CLIENT provides 4th payment for services.		August 2013
37. CLIENT Support Transition Call	CLIENT attends remote discussion with CRW CLIENT Support team.	CRW introduces CLIENT Support team along with expectations for using technical assistance after Go Live.	August 2013
38. End User Training	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	2 weeks after System Acceptance ends.
39. General System Administration Training	CLIENT core users attend a mini System Administrator training session prior to Go Live.	CRW conducts an accelerated System Admin session with core users for user privilege and general configuration management.	August 2013
40. Transition to Live	CLIENT provides final extract of historical data to CRW.	CRW converts data and loads onto CLIENT's server.	September 2013
41. Go Live	CLIENT Goes Live with TRAKiT, LaptopSync, and eTRAKiT.	CRW provides Go Live support onsite.	September 2013
42. Final Payment $18,212.5 (25% of Services minus portion of proposed discount)	CLIENT provides final payment.		30 days after completion of Go Live.
43. Follow-up Visit	CLIENT assembles various Departments for review with CRW.	CRW conducts an onsite follow-up visit 45 days after Go Live.	45 days after completion of Go Live.
System Administrator / Report Writing Training	CLIENT provides System Administrators for training at a remote location.	CRW trains CLIENT staff at any of the following locations & dates.	Date and location to be determined based on availability.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT C

PROJECT COST SUMMARY

A. Software & Licensing Fees					
LandTRAK, Standard TRAKiT GIS (ArcGIS Server Version 9.3.1 and above)	$	10,000	-	Module	
PermitTRAK	$	7,500	-	Module	
ProjectTRAK	$	7,500	-	Module	
AEC TRAK	$	0	-	Module	
iTRAKiT (iPAD application)	$	10,000	-	Module	
eTRAKiT	$	15,000	-	Module	
Read-Only Licensing (concurrent)	$	0	10	Users	
End-User Licensing (concurrent)	$	20,000	-	10 Users	
Sub-total:					$ 70,000
B. Implementation & Project Management					
System Configuration	$	7,500	-	10 class. Types	
Control Tables Setup	$	7,500			
GIS Integration	$	2,500			
MobileTRAK Configuration	$	3,500			
eTRAKiT Configuration	$	5,000			
TRAKiT System Installation – Support	$	1,500	-	1 remote day	
Kick-off Meeting	$	2,500	-	1 Day	
Business Process Review (BPR Meeting)	$	5,000	-	2 Days	
Project Meetings (on-site)	$	10,000	-	4 Days	
CRW Go-Live Support	$	5,000	-	2 Days	
Sub-total:					$ 50,000
C. Data Conversion					
Assessor, or GIS import	$	4,750	-	Assessor or GIS data	
Historical Data	$	10,000	-	PT Win32 BlackBear	
Sub-total:					$ 14,750
D. Training Services					
End User Training	$	7,500	-	3 days	
System Acceptance Training	$	5,000	-	2 days	
System Admin/Report Writing Training	$	2,250	-	2 seats (2 SA, 1 RW)	
Online Instructor-Lead Webinars	$	Included	-	8 hours	
User Documentation and Manuals	$	Included	-		
Sub-total:					$ 14,750
E. Travel & Expenses					$ 9,100
F. Contingencies / Customizations					
Financial System Integration	$	2,500	-	Springbrook (batch script)	
Custom Reports	$	3,000	-	3 reports	
Custom Forms	$	3,000	-	3 forms	
Laserfiche Integration	$	1,500		Via 'Imaging Link'	
Sub-total:					$ 10,000
G. Discounts					
Proposed Project Discount (see note below)	($	25,000)			
Proposed Project Discount applies if the City contracts CRW to complete project before 12/1/2012. The Proposed Project Discount will be reduced by $5,000 for each full month beyond 9/1/13 for which the project has not been completed due to delays caused by CLIENT.					
Sub-total:					($ 25,000)

Total of TRAKiT Installation:		$ 143,600

Note: Total Project price without discount will be $168,600

	Annual Maintenance*			
TRAKiT Annual Maintenance Fee – Year 1	$	14,000	- 10	Users
TRAKiT Annual Maintenance Fee – Year 2	$	14,000	- 10	Users
TRAKiT Annual Maintenance Fee – Year 3	$	14,700	- 10	Users
TRAKiT Annual Maintenance Fee – Year 4	$	14,700	- 10	Users
TRAKiT Annual Maintenance Fee – Year 5	$	15,435	- 10	Users

* First year Annual Maintenance Fees are due at System Acceptance. Second and subsequent Annual Maintenance Fees are due on the Anniversary of System Acceptance.

Optional Items available to CLIENT:

eMarkup module $ 39,500
Allows up to 5 concurrent users to markup, redline, and comment on
electronic plans. Additional users can be added for $2,000/user. Includes
configuration and 1 day of onsite training for up to 8 (eight) users.
Maintenance fees for all licensing costs will be 20% of the total license fee.

VoiceTRAKiT IVR $ 10,000
Annual Maintenance fees are $6,500 yearly. VoiceTRAKiT allows 2,000
minutes/month of activity. Additional minutes can be purchased in
increments of 1,000/month for $100/month.

The CLIENT, at its sole discretion, may select or decline each of the above optional items at the quoted price individually prior to one (1) year from the original date of this contract. The completion time for optional items will be mutually agreed upon by CRW and the CLIENT at time of selection by CLIENT of any of the above optional items.

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1.   Software is marketed by CRW under the title of "**TRAKiT**".

2.   Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.

3.   Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is twenty (20) (10 full user and 10 read-only). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.

4.   This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.

5.   This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW. However, CLIENT's Converted Historical Data and all database contents generated through use of the Software, including records, forms, reports, maps, and other data, are property of CLIENT.

6.   CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.

7.   CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

8.   CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.

9.   This Warranty shall commence upon date of acceptance by CLIENT.

10.   Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.

11.   CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.

12.   This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.

2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.

3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.

4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.

5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.

6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.

EXHIBIT F

INSURANCE REQUIREMENTS FOR AGREEMENT
FOR THE INSTALLATION AND USE OF
PERMIT MANAGEMENTAND PROJECT TRACKING SOFTWARE SYSTEM

Prior to the beginning of and throughout the duration of the Work, CRW will maintain insurance in conformance with the requirements set forth below. CRW will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CRW agrees to amend, supplement or endorse the existing coverage to do so. CRW acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

CRW shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $2,000,000 (Two Million Dollars) per accident. If CRW owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CRW or CRW's employees will use personal autos in any way on this project, CRW shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CRW, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CRW and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $2,000,000 (Two Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CRW. CRW and City agree to the following with respect to insurance provided by CRW.

1.   CRW agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an

approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. CRW also agrees to require all contractors, and subcontractors to do likewise.

2.   No liability insurance coverage provided to comply with this Agreement shall prohibit CRW, or CRW's employees, or agents, from waiving the right of subrogation prior to a loss. CRW agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3.   The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.

4.   All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

5.   None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

6.   No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

7.   All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. CRW shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

8.   Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CRW's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by CRW or deducted from sums due CRW, at City option.

9.   Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. CRW agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

10.   It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CRW or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

11.   CRW agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by CRW, provide the same minimum insurance coverage required of CRW. CRW agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CRW agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

12.   CRW agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If CRW's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the CRW, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13.   The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CRW ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CRW, the City will negotiate additional compensation proportional to the increased benefit to City.

14.   For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

15.   CRW acknowledges and agrees that any actual or alleged failure on the part of City to inform CRW of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16.   CRW will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17.   CRW shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CRW's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

18.   The provisions of any workers' compensation or similar act will not limit the obligations of CRW under this agreement. CRW expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.

19.   Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

20.   These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

21.   The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

22.   CRW agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or CRW for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

23.   CRW agrees to provide immediate notice to City of any claim or loss against CRW arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.