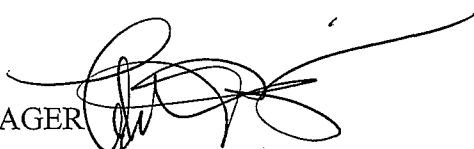




COUNCIL AGENDA REPORT

DATE: MARCH 25, 2005

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER 

SUBJECT: PROJECT 02-07- TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT PROGRAM

A. ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CARTEGRAPH SYSTEMS, INC. TO PROVIDE ADDITIONAL SOFTWARE AND SERVICES AND TO EXTEND THE AGREEMENT FOR ANOTHER YEAR IN CONNECTION WITH THE TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT PROGRAM

B. AUTHORIZE A BUDGET IN THE AMOUNT OF \$18,507.50 FOR STREET LIGHT AND TRAFFIC SIGNAL SOFTWARE MODULES TO INCLUDE LABOR AND INSTALLATION.

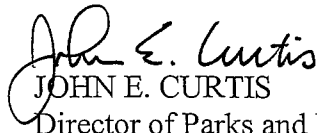
RECOMMENDATION:

1. Adopt resolution (Attachment 1) authorizing the Town Manager to execute an Amendment (Exhibit A) to the Agreement (Attachment 2) with Cartegraph Systems, Inc. to provide additional software and services and to extend the agreement for another year in connection with the Town Wide Infrastructure Asset Management Program.
2. Authorize a budget in the amount of \$18,507.50 for street light and traffic signal software modules to include labor and installation.

BACKGROUND:

The management of infrastructure assets to optimize their useful life and reduce maintenance costs is an ongoing challenge for many organizations. The Town has been working toward shifting its approach to management infrastructure from that of a "dire need" maintenance approach to one of a "preventive" system of maintenance and rehabilitation. The Town, like all organizations, is forced to do more with fewer resources and funds. This places more importance on the need to have a central repository of asset data to be used in prioritizing and managing projects, maintenance activities, and resources.

PREPARED BY:


JOHN E. CURTIS
Director of Parks and Public Works

Reviewed by: JS Assistant Town Manager OK Town Attorney _____ Clerk Administrator
SC Finance _____ Community Development Revised: 3/25/05 3:30 pm

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MAYOR AND TOWN COUNCIL

SUBJECT: PROJECT 02-07- TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT SERVICES

MARCH 25, 2005

The Government Accounting Standards Board (GASB) in 1999 approved Statement 34 requiring that state and local government report on the value of their infrastructure assets, including roads, utility facilities, buildings, and any publicly owned assets. This is widely considered to be the most significant pronouncement in the history of government financial reporting and affects more than 84,000 state and local governments in the United States. GASB34's infrastructure reporting requirements are intended to improve fiscal accountability for public agencies. An ongoing inventory of the assets is needed to meet GASB 34 requirements.

With the technological advances in recent years, comprehensive public works tools are now available to create an effective asset management system. Automating the once manual system of managing assets does more than increase speed and efficiency of the process; it also ensures that data is more accurate through standardized procedures.

After over one year of review, analysis, and demonstration of products, on March 15, 2004, the Town of Los Gatos (Town) entered into an agreement with Cartegraph Systems, Inc. (Consultant) to provide software, support, and implementation resources for the Town Wide Infrastructure Asset Management Project. The approach was to start slowly, focusing first on areas of immediate needs (i.e. work orders, call center, and fleet program), followed by purchasing other software modules as staff gets trained and becomes familiar with the program and its applications.

DISCUSSION:

The collection of data, for each public asset which the Town owns, creates challenges and opportunities. For some assets, such as street lights and traffic signals, the Town already has the inventory at hand. This data can be entered into the asset management program and used immediately. Acquiring the street light and traffic signal software modules will enable the Town to leverage the training now underway, as well as to more effectively manage this equipment. For other assets, such as signs, trees, and facilities, the Town does not have an existing database of information and would have to collect this data prior to implementation of these software modules.

The original agreement with Cartegraph Systems, Inc. is due to expire on March 24, 2005. An amendment to the Agreement is necessary to extend the agreement for another year and to allow the Consultant to provide additional street light and traffic signal software modules and services in connection with the Town Wide Infrastructure Asset Management Program as outlined in the attached Change Order to Software and Services Agreement from Cartegraph Systems, Inc. (Attachment 3).

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to Sections 15301(c), 15303(e) and 15304(b) of the State CEQA guidelines.

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MAYOR AND TOWN COUNCIL
SUBJECT: PROJECT 02-07- TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT
SERVICES
MARCH 25, 2005

CONCLUSION:

Staff recommends approval of the Amendment to the Agreement with Cartegraph Systems, Inc. for street light and traffic signal software modules to include labor and installation.

FISCAL IMPACT:

The current proposal from Cartegraph Systems, Inc. for the amount of \$ 18,507.50 covers all costs for software purchases, training, maintenance, and implementation of the street light and traffic signal phase of the program and will be funded in Project 400-0207. The annual maintenance cost (which includes all technical support, training, and software upgrades for this software program) is covered until March 2006 and would be renewed at that time for the following year. The cost for that renewal will be approximately \$17,000. There is funding available per the approved FY 2004/05 Capital Improvement Budget, Project 400-0207, as demonstrated below:

FY 2003/04	FY 2003-04	Fiscal Year Actual	FY 2004-05
Town Infrastructure 400-0207	Adjusted	Expended/Encumbered	Available
	Budget	Or Planned To Date	Balance
FY 2003/04 Adopted Budget	\$ 245,000	\$ 111,079	\$ 133,921
Total Town Infrastructure 400-0207			
FY 2004/05			
FY 2004/05 Carry Forward	133,921	77,061	56,860
Proposed Contract-Signal Software		18,508	
Proposed Contract Extension		\$ 17,000	
Total Town Infrastructure 400-0207	\$ 133,921	\$ 112,569	\$ 21,352

Attachments:

1. Resolution approving Amendment to Agreement with Cartegraph Systems, Inc.
2. Original Agreement dated March 24, 2004
3. Change Order dated March 2, 2005

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE TOWN MANAGER
TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH
CARTEGRAPH SYSTEMS, INC. TO PROVIDE ADDITIONAL
SOFTWARE AND SERVICES AND TO EXTEND THE AGREEMENT FOR
ANOTHER YEAR IN CONNECTION WITH THE TOWN
TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT PROGRAM**

WHEREAS, on March 15, 2005, the Town of Los Gatos entered into an agreement with Cartegraph Systems, Inc. to provide software, support, and implementation resources for the Town Wide Infrastructure Asset Management Program.

WHEREAS, an Amendment to the Agreement is necessary for Consultant to provide additional street light and traffic signal software modules and services and to extend the agreement for another year in connection with the Town Wide Infrastructure Asset Management Program as outlined in the attached amendment.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos enter into an Amendment to the Agreement (Exhibit A) to extend the agreement for another year and to provide additional services, and that the Town Manager is authorized, and is hereby directed, to execute an Amendment to the Agreement.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the th day of , 2005 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

**MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

ATTEST:

**CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is entered into this _____ day of _____, 2005, by and between the **Town of Los Gatos**, State of California, herein called "Town," and **Cartegraph Systems, Inc.**, herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an agreement to provide Town Wide Infrastructure Asset Management services on March 24, 2004 ("Agreement"), a copy of which is attached hereto as (Attachment 1) and incorporated herein by reference.
- B. Consultant will provide one "street light" and one "traffic signal" software modules as outlined in (Exhibit A) of this amendment.
- C. Town desires to renew the Contract Agreement for a period from March 24, 2005 through March 24, 2006.

AMENDMENT

- 1. The agreement is amended to provide for the purchase of one software module for "street light" and one software module for "traffic signal," along with a year of platinum maintenance for an amount of \$11,907.50.
- 2. The agreement is amended to provide for labor and related services for installation of software, modification services, training, and implementation of "street light" and "traffic signal" software for an amount of \$6,600.00.
- 3. The total cost for the software and maintenance amounts to \$18,507.50.
- 4. Time of Completion of the Contract Agreement is hereby amended to provide that the term of the Contract Agreement is for a period of one year from March 24, 2005 through March 24, 2006.
- 5. All other terms and conditions of the Agreement dated March 24, 2004 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on page one (1).

Town of Los Gatos: by:

Cartegraph, by:

Debra J. Figone, Town Manager

(Signature)

Town of Los Gatos

Recommended by:

John E. Curtis
Director of Parks and Public Works

(Print Name)

ATTEST:

Approved as to Form:

Town of Los Gatos, California

Marlyn Rasmussen, Clerk Administrator

Orry P. Korb, Town Attorney

OFFICE OF THE TOWN CLERK

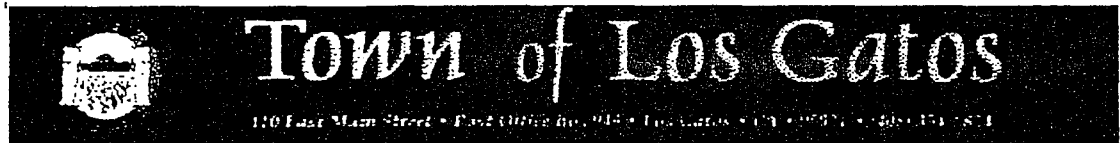
AGR 04 033

IHH _____

ORD _____

REC _____

RESO _____



PROJECT 02-07

TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT

Software and Services Agreement

February 06, 2004

Submitted by:

CartêGraph
Powering Public Works

3600 Digital Drive
Dubuque, IA 52003
800.688.2656
563.556.8120

Attachment 2

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***PROPRIETARY INFORMATION:** The Town of Los Gatos acknowledges that all materials and documents associated with this project are proprietary and confidential in nature. This specifically includes pricing information, training materials and consulting documents as described. The Town of Los Gatos further agrees not to copy or otherwise make available such materials outside of the Town of Los Gatos and its divisions and departments without the prior written consent of CartêGraph Systems, Inc.*

Software and Services Agreement

By this Agreement, the Town of Los Gatos (hereinafter referred to as "Town") whose address is Town of Los Gatos, 41 Miles Avenue Los Gatos, California 95031 and CartêGraph Systems, Inc. 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "CartêGraph" agree that CartêGraph shall perform the services described in accordance with the terms contained herein. The scope of the work shall include the work outlined in this proposal as noted herein.

Objectives

The primary objective of the project is to provide to the Town of Los Gatos, California the assistance required to implement the CartêGraph solutions that will address the Town of Los Gatos's enterprise infrastructure asset management objectives. CartêGraph will provide software and services including adequate Project Management, Operational Consultation, Modification, Education, and Conversion Services to ensure successful production deployment of the *WORKdirector*, *CALLlink*, and Fleet Management Enterprise Edition modules.

Scope of Project

Software Licenses

As part of this Agreement CARTÊGRAPH shall license and deploy the following Software in the quantities and for the amounts listed in Software Costs and Professional Service Fees:

- o *WORKdirector*
- o *CALLlink*
- o *WORKdirector for Fleet Management*
- o *MAPdirector for ArcGIS*

WORKdirector, *CALLlink* and Navigator are developed and supported products available from CartêGraph Systems, Inc. CartêGraph will implement these Products and Services at the Town of Los Gatos in their standard form and at the release version level published at the time of installation.

Professional Services

CartêGraph shall provide the following Professional Services to implement and deploy the asset management Software Product(s).

CartêGraph shall be responsible for the timely performance of all Professional Services and warrants that all professional and technical services provided to the Town pursuant to this Agreement shall be of good and workman like quality and will meet or exceed standards of similar professional services within the industry. This Agreement sets forth all warranty and representations between CartêGraph and the Town of Los Gatos.

1. Operational Consultation Services. CartêGraph will provide consultative services focused on gathering Town workflow and business requirements that will allow CartêGraph to tailor Education Services to specifically address those workflow and business requirements. Prior to onsite visits CartêGraph will also host overview conference calls for *WORKdirector*, *CALLlink* and Fleet Management. The primary objectives of the Operation Consultations are as follows:
 - a. Implementation Process Review
The purpose of Implementation Process Development consultation is to help develop the scope and phases of implementation and to help define the internal and external processes to be performed to accomplish a successful system implementation.
 - b. Work & Data Flow Review

The purpose of Work & Data Flow Review consultation is to evaluate how to identify work activities that need to be planned, scheduled, performed, and/or tracked flows through an organization. Part of this consultation is to help develop Best Management Practices and Standard Operating Procedures as it relates to work flow and/or Work Orders within an organization.

c. Data Needs Review

The purpose a Data Needs Review consultation is to evaluate specific data fields to be tracked in specified applications. The consultation will evaluate the intelligence that needs to be built in to the system to be able to pull intelligent, useful information back out of the system. This includes information used to make scheduling decisions, budget planning, condition assessments, and data that needs to be part of standard internal and/or external reports. The information gathered here can then be used to identify existing data sources and data that still need to be captured.

Deliverables as part of this service are as follows:

- a. On-site Consultation Service to review the information assembled by Town staff and gather any additional Town workflow and business requirements that will allow CartêGraph to provide direction for the above listed review criteria. This information will be used to prepare a report including recommendations for application form building, filters, and report functionalities, set-up, deployment, and education to specifically address those review criteria.
- b. Develop a customized training agenda designed specifically for the Town staff. Provide offsite follow-up as required to support Consultation recommendations during project implementation.

The fees for this service are quoted as: Fixed Cost

2. Modification Services. CartêGraph will provide form and reporting modifications based on the Town specifications.
 - a. Fleet Management functionality is accomplished through modifications to WORKdirector.

Fees for this service are included in WORKdirector for Fleet licenses

- b. CartêGraph provides Technical assistance in the creation of specific work order forms and reports not specifically delivered as part of the standard software.

The fees for this service are quoted as: Daily Cost

3. Installation Services. CartêGraph will provide on-site, and through Internet access, expert technical resources to work with Town's Information Systems personnel to install, configure, and optimize the CartêGraph software suite in Town's SQL database environment. Service assumptions include:
 - a. Town will purchase and install the database software but CartêGraph will configure and optimize Town's SQL database.
 - b. CartêGraph will create an Administrator and a User SQL security group and create one user-ID assigned to each of the groups. A knowledge transfer will take place that will allow the Town to create and maintain the remaining security records.
 - c. The License Server will be installed on the database server.
 - d. CartêGraph will stage twelve (12) PC clients with the appropriate application(s) and a knowledge transfer will take place that will allow Town to stage and maintain the remaining PC clients.
 - e. CartêGraph will provide data backup and disaster recovery plan recommendations
 - f. Town IT resources will be present and available as needed during Installation.

The fees for this service are quoted as: Fixed Cost

4. Conversion Assistance.

CartêGraph will convert preventative maintenance schedule, list of vehicles and other useable data as requested by the Town from the existing DOS based fleet management database. A data field map will be prepared by CartêGraph and provided to the Town for review and approval.

The fees for this service are quoted as: Fixed Cost

5. Education Services. CartêGraph will provide training at mutually agreeable times in Town facilities on the Town provided data. Training will be provided to the personnel in facilities provided by the Town. CartêGraph will provide all instructors and all appropriate course materials and instructor visuals. Town will provide facilities and any equipment required for the training, including server and client computers as necessary. As part of the Consultation report CartêGraph will provide a standard document to assist the Town in developing process and procedures. The

Town will complete this document prior to productive use deployment and training to end-users. These services are more particularly described as:

- a. 1 day Custom Training for Administration using Navigator
- b. 2 day Custom Training for CALLink/WORKdirector
- c. 1 day Custom Training for Fleet Management.
- d. Town will approve custom training agendas prior to training delivery. Training will be scheduled in 2 day intervals. CartêGraph agree to consult with Town prior to developing the training agenda.
- e. All training done in Town facilities. Town to provide all training computers.
- f. Town will advise CartêGraph as to the number of expected attendees for any particular class.

The fees for this service are quoted as: Daily Cost

6. Project Management Services. CartêGraph will provide guidance in the management of this implementation project and will take responsibility for the resources CartêGraph allocates to the project (i.e., education, installation and support). CartêGraph will provide a project manager for the project for the entire duration of the project and will provide administrative support for CartêGraph staff and activities. Throughout the Project CartêGraph will host status meetings and employ ongoing Project Management techniques to ensure a comprehensive Project Work Plan is developed, monitored and maintained upon initiation of the project to reflect actual dates and changes resulting from the contract negotiation process.

CartêGraph will develop and maintain a Project Implementation plan based on information gathered from and through conversations with the Town employees and our experience in similar installations. It will lay out a task-level plan for project completion in a manageable level of detail and will become, when finalized, the cornerstone of the project management effort. The document, when completed with dates and responsibility assignments, provides a means of tracking progress relative to the plan and identifying deviations in a timely manner. CartêGraph will be responsible for the research, development, maintenance and presentation of the plan.

Project management services included for 60' beyond from "go live" date.

The fees for this service are quoted as: Fixed Cost

7. Implementation Support. CartêGraph Technical resources will provide 8 hours off site and 2 days on site implementation support to assist the Town in deployment of applications, desktop mentoring, database network mapping, security configuration and general data management education.

CartêGraph will provide a 2-day on-site consultation within 60 days of go live to review the processes, procedures, applications, and systems implemented to meet the original goals of the project. Where needed, recommendations for performance improvements will be made both in business practices and in technologies. This service also provides help planning and positioning the Town to meet future business goals and technology upgrades.

The fees for this service are quoted as: Daily Cost

8. GIS Integration. Through the use of MAPdirector for Arc GIS the CartêGraph applications will have the functionality to extract from the related GIS parcel files the coordinates of each service request. The CartêGraph applications WORKdirector or CALLlink will compare the address number and route name, or business name where appropriate, to the Town GIS. A matching record in the GIS file will be located and the coordinates of the polygon centroid and Assessors Parcel Number (APN) will be transferred to service request record in the CartêGraph database. Once the coordinates are placed in service request record in the CartêGraph database, the service request will then be displayed on the map.

The fees for this service are quoted as: Fixed Cost

Optional Services

Integration

CartêGraph will provide assistance with the integration and deployment of a web based Citizen Request program. Specific costs will be developed based on the scope as agreed to by the Town and CartêGraph.

Internet Mentoring

CartêGraph recommends half day, follow-up, Internet Mentoring sessions for applications via the Internet and would occur two to three weeks after productive use begins. CartêGraph will provide all instructors and all appropriate course materials and instructor visuals.

Platinum Maintenance Services

Platinum Maintenance also provides updates and upgrades to all licensed products for the term of the maintenance agreement.

Services And Products Covered: This Agreement applies to the Software Product(s) listed in Software Costs and Professional Service Fees. During the term of this Agreement, CartêGraph will provide the following services or products as part of this Agreement

1. Technical Support The Town will receive unlimited toll-free support via phone, fax or e-mail through the CartêGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.-5:30 p.m. Central time by dialing 800-688-2656 ext 6200 (support@cartegraph.com).
2. PLATFORM. CartêGraph software is supported within the following operating systems: Windows, ME, NT4, 2000, 2003, XP. Supported operating systems will be listed on CartêGraph's web site. (<http://www.cartegraph.com>)
3. DATABASE. CartêGraph software is supported within the following database environments: Access, SQL 7.x, Oracle 8.x.

Term. Platinum Maintenance shall terminate at the end of the Initial Term unless specifically renewed by the Town.

Project Staffing

The most critical element in the successful completion of any engagement of this nature is the personnel assigned to carry out the responsibilities.

Responsibilities of each project participant:

1. **CartêGraph Project Manager** – This individual is entrusted with the day-to-day coordination and responsibility for the asset management implementation project. It is their responsibility to see that the detailed project approach steps are completed and that efforts of the other project team members are coordinated to provide for the efficient and timely completion of the project. This person is also directly involved with performing the project tasks.

2. **CartêGraph Implementation Consultants** – These CartêGraph employees are responsible for providing advice and direction relating to specific technical aspects of the project, including database management systems and software application installation. CartêGraph professional staff members are highly qualified consultants with broad and detailed knowledge of the CartêGraph asset management applications and the public works asset management industry and are responsible for application knowledge transfer to the designated Town employees.
3. **Town Project Coordinator** – Kevin Rohani is responsible for coordinating the efforts and involvement of Town with the CartêGraph project team members. Kevin Rohani will help identify the internal personnel who are best qualified to assist CartêGraph on specific matters and will act as the communication focal point between CartêGraph and Town personnel.
4. **Notices** - Notices regarding this Contract shall be given as follows and shall be considered effective upon either personal delivery or five days following deposit in the U S. mail.

To CartêGraph:

Gary Jasper
CartêGraph Systems
3600 Digital Drive
Dubuque, Iowa 52003

To Town:

John Curtis, Director
Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

The Town of Los Gatos's Responsibilities

The Town will provide the necessary license and install Microsoft SQL 2000. We recommend that CartêGraph be engaged to assist in managing the CartêGraph Software implementation process, training, and installation assistance to the Town of Los Gatos. Ownership of the asset management information system ultimately resides with the Town of Los Gatos

The Microsoft SQL installation and upgrade process will require the periodic assistance of the Town personnel and suitable access to hardware and systems (e.g., security clearance). Should the Town wish to supervise the process while systems are accessible to CartêGraph, we encourage them to do so. It is assumed all hardware, both clients and servers, will be installed and operating in the recommended configuration upon CartêGraph's arrival to begin the installation and training process.

The Town shall install and network its own hardware and communications and this will not affect the timing or the delivery of CartêGraph services.

Project tasks that fall under the responsibility of the Town of Los Gatos include, for example, but are not limited to, the installation and deployment of hardware and network communications and the development, distribution, and training of the Town standard operating procedures. Further, and with regard to the CartêGraph obligations listed under the "Scope of Services" section, the Town understands that it is vital to the success of the project that you provide assistance in the implementation.

For those services listed under "Project Planning and Management," CartêGraph personnel will conduct information gathering and evaluation sessions with various users and management. While CartêGraph will respect the time and workload your staff, dedicated time on the part of the appropriate resources is necessary to complete these exercises. The Town understands that the successful performance of Professional Services depends upon the Town fulfilling its responsibilities. The Project assumes that you will provide all personnel required to achieve a successful implementation.

The Town will provide Internet access and personnel support as required.

Software Costs and Professional Service Fees

Service Cost Definition

Fixed: Services will be billed as quoted in the Cost Proposal.

Hourly: Services will be billed on the time required and at the rates in the Cost Proposal. CartêGraph will notify the Owner when the total fee exceeds the estimated allowance for this service and secure a written authorization to exceed the amount in this Cost Proposal.

Daily: Services will be billed on the time required and at the rates in the Cost Proposal. CartêGraph will notify the Owner when the total fee exceeds the estimated allowance for this service and secure a written authorization to exceed the amount in this Cost Proposal.

Town will compensate CartêGraph for the software and services provided pursuant to this Agreement, plus Reimbursable Expenses in accordance with the following schedule.

Software costs and professional service fee estimates are summarized in the schedule below. Software is the most current published standard version at the time of installation.

SOFTWARE COST DETAIL			
SOFTWARE and MAINTENANCE: (Licensed for SQL database)	Concurrent Licenses	License Fees *	First year Platinum Maintenance
WORKdirector	7	\$21,000.00	\$6,400.00
CALLink	5	\$7,500.00	\$1,500.00
MAPdirector for ArcGIS	1	\$2,500.00	\$500.00
WORKdirector for Fleet Management	3	\$4,500.00	\$900.00
TOTALS		\$35,500.00	\$9,300.00

*Software Prices in effect for 12 months from the date of this Agreement.

PROFESSIONAL SERVICES COST DETAIL				
	Unit Price	Units	Type	
Operational Consultation Services	\$11,400.00	1	Fixed	\$11,400.00
Modification Services (misc)	\$1,450.00	1	Daily	\$1,450.00
Installation Services	\$7,200.00	1	Fixed	\$7,200.00
Conversion Services	\$2,900.00	1	Fixed	\$2,900.00
Integration to GIS	\$1,500.00	1	Fixed	\$1,500.00
Education	\$1,450.00	4	Daily	\$5,800.00
Project Management	\$8,000.00	1	Fixed	\$8,000.00
Implementation Support including; Deployment Support Off site/On site Productive Use On-Site Support Post Production System Use Check Up	\$1,450.00	5	Daily	\$7,250.00
SUB-TOTAL PROFESSIONAL SERVICE FEES				\$45,500.00
SOFTWARE AND MAINTENANCE				\$44,800.00
ESTIMATED TRAVEL EXPENSES*				\$10,000.00
California Sales Tax—8.25%				\$3,696.00
TOTAL				\$103,996.00

OPTIONAL SERVICES	Unit Price	Units	Type	Total Cost
Web based Citizen Request*	\$15,000.00	1	Fixed	\$15,000.00
Internet Mentoring	\$1,000.00	As required	Sessions	\$1,000.00

*Fees for these services are estimated for Budget purposes. CartêGraph will provide firm pricing and Statement of Work if requested by the Town. The Town will issue Notice to Proceed prior to commencing these activities.

* Travel Expenses will be billed to you based on actual costs incurred. If it appears that our fees will exceed this estimate, we will discuss it with you prior to incurring additional charges.

Additional Services. Fees quoted for specific services represent CartêGraph's best estimate or fixed fee quotation. In the event it becomes apparent to CartêGraph that fees quoted in the Agreement will be exceeded due to unforeseen issues or complications or due to any changes in the scope of services required, CartêGraph will notify the Town prior to exceeding the approved engagement estimate. In any event, such services shall require advanced written quotation from CartêGraph and approval from the Town.

Payment Terms and Conditions

In consideration for the Services and Products provided by CartêGraph to the Town of Los Gatos agrees to pay CartêGraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

- 1) Delivery and Invoicing.
 - a) Software Products shall be invoiced in accordance with the Project Work Plan. Invoicing for any given Software Product shall occur upon delivery.
 - b) Platinum Maintenance services for any given Software Product shall begin and be invoiced upon delivery and continues for 12 months.
 - i) Renewal. Renewal fees will be invoiced using the pricing in effect at the time of renewal.
 - ii) Reinstatement. Town may reinstate lapsed Platinum Maintenance for any currently supported software product by paying the reinstatement fees in effect at that time.
 - c) Professional Services shall be scheduled and delivered upon acceptance of this Agreement in accordance with the Project Work Plan.
 - i) Invoicing occurs monthly for all Professional Services as they are incurred on the project.
- 2) Payment Terms. All payments are due Net 30 days from date of invoice.
- 3) Reimbursable Expenses. All travel requires the Town approval prior to scheduling. Invoicing occurs monthly for all travel expenses. If it appears that CartêGraph fees will exceed the estimated amount, CartêGraph will receive written approval from the Town prior to incurring additional charges.

General Terms

This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

CartêGraph's liability for its failure to perform under this Agreement shall be limited to the fee paid under this Agreement.

Limited Warranty - Software. CartêGraph warrants that if Software fails to substantially conform to the published Software specifications and the nonconformity is reported in writing by Town of Los Gatos to CartêGraph within 180 days from the date of installation, then CartêGraph shall, at its option, either correct the nonconformity or offer to terminate this Agreement and refund licensing fees and, pursuant to Non-Performance Clause herein, any other fees previously paid by Town of Los Gatos upon return of all copies of the Software and documentation to CartêGraph. In the event of such a refund the license conveyed by this Agreement shall terminate. This Limited Warranty is solely for the benefit of Town of Los Gatos.

Disclaimer of Warranties. CartêGraph makes no warranty, representation or promise not expressly set forth in this Agreement. CartêGraph disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.

Insurance. CartêGraph will maintain adequate insurance, for damage or loss, for all software provided to the Town, until such time as the Town formally accepts the software. In defining insurance coverage, CartêGraph shall secure full replacement value for the software without the requirement that the Town be responsible for any payments or

deductibles. In the event that it is necessary to make a claim under this policy, any funds received by CartêGraph shall be used to secure replacements for the Town. CartêGraph agrees to hold harmless and defend the Town and its agents, officials and employees from any liability, claim, or injury, related to or caused by fault or negligence of CartêGraph employees or subcontractors. To demonstrate this responsibility, CartêGraph shall furnish the Town with evidence of valid comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from implementation, installation, operation, or removal of the software and system. CartêGraph shall name the Town as additional insured and shall furnish to the Town a copy of the insurance certificate and subsequent changes or updates.

The terms and conditions of any and all Exhibits and Attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all Exhibits and Attachments hereto, constitute the entire Agreement between the parties and supercedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

Remedies, Notice and Cure. In the event of any material breach of a nonpayment provision of the Agreement by either party, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party shall have ten business days after notice is given to cure such breach, or, if the breach cannot reasonably be cured within ten business days, shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten business days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to invoke the Non-Performance clause. Notwithstanding the above to the contrary, if the breach occurs with respect to only a specific Application or Applications, this Agreement shall remain in full force and effect with respect to other Applications.

Non-Performance. In the event that the Town of Los Gatos reasonably determines that CartêGraph is not performing in a manner consistent with the Terms and Conditions of this Purchase Agreement, then the Town of Los Gatos will have the right to, in the sequence shown: (a) formally notify CartêGraph of specific non-performance issue; (b) if after a mutually agreed upon reasonable period of time the non-performance has not been resolved, then reserve the right to withhold any and all payments pending, including Maintenance Agreement fees, until the non-performance is corrected, not excluding on-site visits; (c) request a joint meeting of CartêGraph and Town of Los Gatos representatives to attempt to resolve the non-performance; (d) if after a reasonable period the non-performance remains unresolved, request arbitration in California pursuant to the terms of the American Arbitration Association. CartêGraph has the right to invoke this Section as well and to follow the same sequence of escalation.

Relationship of the Parties. CartêGraph and the Town are independent of each other. This Agreement does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. CartêGraph is an independent contractor, customarily engaged in the performance of similar services for other parties.

Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.

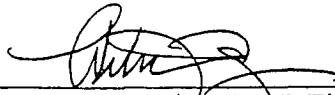
Transfer of Agreement. CartêGraph shall not transfer or assign any of its rights or obligations under the agreement to any other party without the prior written consent of the Town, which consent may not be unreasonably withheld.

Notices. All notices or communications required or permitted as a part of this agreement shall be in writing and shall be delivered at the address set forth in this Agreement.

Legal Proceedings. This contract shall be construed in accordance with the laws of the State of California. Venue for any legal proceedings shall be in the court of jurisdiction for the Town of Los Gatos, CA.

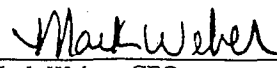
The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year written below:

Accepted: TOWN OF LOS GATOS, CA


Town Manager, Debra J. Figone

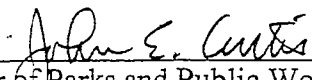
3/6/04
Date

Accepted by CartêGraph Systems, Inc.:


Mark Weber, CFO

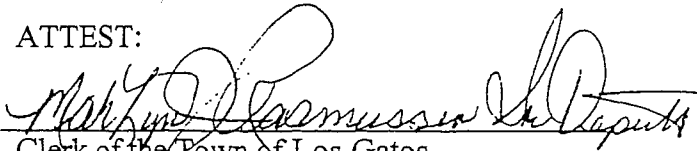
3/10/04
Date

Recommended by:


Director of Parks and Public Works
John E. Curtis

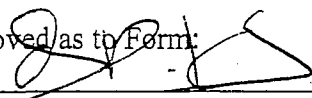
Date

ATTEST:


Clerk of the Town of Los Gatos,
Marian Cosgrove, Secretary

Date

Approved as to Form:


Orry P. Korb
Town Attorney

3/24/04

Exhibit A—CarteGraph Insurance Certificate

Insurance Certificate issued by:

Friedman Insurance
202 Fischer Bldg.
PO Box 759
Dubuque Iowa 52003
(319) 556-0272

Change Order to Software and Services Agreement

RE: PROJECT 02-07 – TOWN WIDE INFRASTRUCTURE ASSET MANAGEMENT

The following Additional Services are amended to and become part of the Software and Services Agreement executed March 24, 2004, between the Town of Los Gatos, hereinafter referred to as "**Customer**," or "Licensee" whose address is the Town of Los Gatos, 41 Miles Avenue, Los Gatos, California 95031 and CartêGraph Systems, Inc. 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "**CartêGraph**". All Terms and Conditions of said Software and Services Agreement apply to this Change Order for the following Additional Software and Services.

Additional Software and Services

Software Products
Platinum Maintenance
Professional Services

Software Products

CARTÊGRAPH shall provide and deliver licenses to use the Software Products and in the quantities listed in Software And Services Provided. Software Products are developed and supported products available from **CartêGraph**. **CartêGraph** will provide these Software Products to **Customer** in their standard form and at the most current generally available release version level published at that time of installation.

CartêGraph software is currently supported within the following:

PLATFORM: Windows, NT4, 2000, 2003, XP. Supported operating systems will be listed on CartêGraph's web site. (<http://www.cartegraph.com>)

DATABASE: Access, MSDE, SQL 7.x, SQL 2000, Oracle 8.x, Oracle 9.i

Platinum Maintenance

Services And Products Covered: This Agreement applies to the Software Products listed in Software And Services Provided. During the term of this Agreement, CartêGraph will provide the following services or products as part of this Agreement

1. Technical Support: **Customer** will receive unlimited toll-free support via phone, fax or e-mail through the CartêGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800-688-2656 ext 6200 (support@cartegraph.com).
2. All updates and upgrades to licensed products for the term of the maintenance agreement.

Platinum Maintenance shall be in effect for the Initial Term of twelve (12) months from the Initial Term Start Date through the Initial Term End Date for each Software Product. Platinum Maintenance shall automatically renew at the end of the Initial Term for unlimited, successive 12-month Renewal Terms. **Customer** may terminate Platinum Maintenance at the end of the Initial Term or any subsequent Renewal Term by notifying **CartêGraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Professional Services

CartêGraph shall provide the following Professional Services to implement and deploy the Software Products.

CartêGraph shall be responsible for the timely performance of all Professional Services and warrants that all professional and technical services provided to **Customer** pursuant to this Agreement shall be of good and workmanlike quality and will meet or exceed standards of similar professional services within the industry. **CartêGraph** makes no further warranty, representation or promise not expressly set forth in this Agreement.

- 1) **CartêGraph** will provide through Internet access, expert technical resources to work with **Customer**' Information Systems personnel to install, configure, and optimize the Software Products in **Customer**' database environment. Service assumptions include:
 - a) **CartêGraph** will configure and optimize **Customer**' existing **CartêGraph** SQL database.
 - b) **CartêGraph** will create an Administrator and a User SQL / Oracle security group and create one user-ID assigned to each of the groups. A knowledge transfer will take place that will allow **Customer** to create and maintain the remaining security records.
 - c) Database replication/synchronization is not required.
 - d) **CartêGraph** will update and configure the existing application License Server.
 - e) **CartêGraph** will stage one (1) PC client with the appropriate application(s) and a knowledge transfer will take place that will allow **Customer** to stage and maintain the remaining PC clients.
 - f) **Customer** IT staff will be present and available at all times during Installation.
- 2) Modification Services. **CartêGraph** will provide programmer time and in the quantity listed in Software And Services Provided in creating forms, filters, and reports for the Software Products to **Customer** specifications.
- 3) Onsite Consultation. **CartêGraph** will provide an onsite consultation service and in the quantity listed in Software And Services Provided. A **CartêGraph** consultant will provide over-the-shoulder process, procedure, and applications assistance to **Customer** staff at **Customer** workstations as a method to reinforce **CartêGraph** functionality as it relates to **Customer** daily activities and processes. **Customer** will provide facilities and any equipment required for the consultation, including server and client computers as necessary.
- 4) Project Management. **CartêGraph** will provide guidance in the management of this implementation project and will take responsibility for the resources **CartêGraph** allocates to the project (i.e., education, installation and support). **CartêGraph** will provide a project manager for the project for the entire duration of the project and will provide administrative support for **CartêGraph** staff and activities. Throughout the Project Management Task **CartêGraph** will attend status meetings and employ ongoing Project Management techniques to ensure a comprehensive Project Work Plan is developed, monitored and maintained upon initiation of the project to reflect agreed upon dates and services.

Project Assumptions

Professional Services are based on the following assumptions:

- 1) Onsite Professional Services shall be delivered at the facilities listed below.

Main Office:	The Town of Los Gatos 41 Miles Avenue Los Gatos, California, 95031
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- 2) Professional Services are **CarteGraph's** not to exceed estimates or fixed fee quotations (see Software And Services Provided) based on projects of similar size and scope and on **Customer's** assumption of designated responsibilities.
- 3) A Project Work Plan including project start date, delivery of Professional Services and conversion specifications will be mutually agreed upon and provided within 14 days from contract signing.

The length of the Project Work Plan may not reflect the length of the full product deployment. Deployment completion (productive use) is a customer-driven initiative based on resource allocation and/or organizational requirements. Both parties recognize that time is of the essence and will provide staff resources and efforts to ensure deployment completion occurs as soon as is reasonably possible. Final project dates will be determined and progress will be monitored through joint regular and periodic status meetings.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. On-going management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **CarteGraph** obligations listed under the Scope of Project section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

- 1) For those services listed under Professional Services, **CarteGraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **CarteGraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.
- 2) The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **CarteGraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **CarteGraph** Professional Services will not be impeded.
- 3) **Customer** understands that the successful performance of Professional Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful implementation.
- 4) **Customer** shall install and network it's own hardware and communications and this will not affect the timing or the delivery of **CarteGraph** services.
- 5) **Customer** will provide Internet access and IT staff support as required.

Project Investment

Customer will compensate **CartêGraph** for the Software Products, Professional Services, and Expenses provided pursuant to this Agreement in the amount listed below.

SOFTWARE AND SERVICES PROVIDED				
SOFTWARE PRODUCTS: (Licensed for use with Microsoft SQL database)	Concurrent Licenses	New / Upgrade	License Fees ¹	First Year Platinum Maintenance
LIGHTview	1	New	\$4,500.00	\$1,000.00
SIGNALview	1	New	\$4,500.00	\$1,000.00
CALIFORNIA SALES TAX – 8.25%			\$742.50	\$165.00
PROFESSIONAL SERVICES:	Units	Unit Type		
Installation		Fixed	\$700.00	
Modification Services	8	Hours	\$1,400.00	
Onsite Consultation	2	Days	\$2,900.00	
Project Management		Fixed	\$500.00	
TOTAL PROJECT COST				\$17,407.50
ESTIMATED TRAVEL EXPENSES ²				\$1,100.00

Future years' annual Platinum Maintenance for all purchased CartêGraph modules will be 20% of the then listed purchase price. This is currently estimated to be \$2,000.00 for the listed modules.

Additional Services. In the event it becomes apparent to **CartêGraph** that service efforts detailed in the Agreement will be exceeded due to any changes in the scope of services required, **CartêGraph** will notify **Customer** prior to exceeding the approved efforts.

CartêGraph will also provide such additional professional services, including consultation services, customization, data conversion, integration services and training sessions, as may be requested by **Customer**.

In either event, such services shall require advanced written quotation from **CartêGraph** and approval from **Customer**.

Additional Services are available to **Customer** at the rate of \$175 per hour for remote services. **CartêGraph's** onsite service rate is \$1,450 per day plus travel expenses. All onsite services require a two-day minimum.

¹ Fees listed reflect a 10% discount for the initial purchase price.

² Travel Expenses are billed based on actual costs incurred. CartêGraph must receive approval from the Town of Los Gatos prior to incurring additional expenses or exceeding this estimate.

ACORD CERTIFICATE OF LIABILITY INSURANCE

01/15/2004

INSURER (563)556-0272 FAX (563) 3-4425
 FRIEDMAN INSURANCE INC.
 202 FISCHER BLDG.
 P.O. BOX 759
 DUBUQUE, IA 52004-0759
 INSURED CARTE'GRAPH SYSTEMS, INC.
 3600 DIGITAL DR
 DUBUQUE, IA 52003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Companies

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGE

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	ADD'L INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY	CPP0727883	11/01/2003	11/01/2004	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY	CPP0727883	11/01/2003	11/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 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"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY	CPP0727883	11/01/2003	11/01/2004	EACH OCCURRENCE \$ 5,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
						\$ 0
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1914661	11/01/2003	11/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Town of Los Gatos, it's officers, officials, employees and volunteers are named as additional insured under this policy as per attached endorsement as respects to all operations of the insured.

CERTIFICATE HOLDER

Town of Los Gatos
 Attn: Town Clerk
 110 E. Main Street
 P.O. Box 949
 Los Gatos, CA 95031

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Terrance Friedman

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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 operations or premises owned by or rented to you.

B. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance**; or

b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.