AGREEMENT BETWEEN THE CITY OF CUPERTINO AND BUILDINGEYE.COM FOR DATA VISUALIZATION MAPPING SERVICES

THIS AGREEMENT, is entered into this 21st day of February , 2017 ("Effective Date"), by and between the CITY OF CUPERTINO, a California municipal corporation ("City"), and BuildingEye, Inc., a Delaware Corporation whose address is 1355 Market Street, Suite 488, San Francisco, CA 94103 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

A.   City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B.   Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

C.   Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D.   City and Consultant desire to enter into an agreement for data visualization mapping upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1.   **TERM**

The term of this Agreement shall commence on February 21 , 2017, and shall terminate on February 20 , 2020, unless terminated earlier as set forth herein.

2.   **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service to the schedule of performance set forth in Exhibit "A", attached hereto and incorporated herein by this reference (collectively "Services").

3.   **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed forty-three thousand dollars ($43,000.00) based on the rates and terms set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference. Any amounts due to Consultant under this Agreement not received by the date due will be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less.

Payment will be made by the City in the following manner: The Planning Module initial cost of $10,500 (Maintenance & Hosting Service Fee) + $2,500 (Implementation and set-up) for a total of $13,000 will be paid upon satisfactory completion of work. City's payment terms are at a minimum, net thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

The Building Module initial cost of $8,500 (Maintenance & Hosting Service Fee) + $2,500 (Implementation and set-up) for a total of $11,000 will be paid upon satisfactory completion of work. City's payment terms are at a minimum, net thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

The remaining $19,000 fee for sequential two years of annual license and service fee will be paid to the Consultant thirty days after completion and satisfactory installation and functioning of the Planning and Building Modules which includes allowing the City to evaluate the software's performance for any bugs or glitches in the system for a period of not less than 30 days. City's payment terms are at a minimum, net thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

4. **OWNERSHIP**

As between the parties, Consultant owns all right, title and interest (including all intellectual property rights) in and to Consultant's proprietary, hosted, map-based city information viewing platform, as currently made available through a website at http://www.buildingeye.com, as may be modified by Consultant from time to time ("Platform"), Services and any software, technology, materials and information owned by Consultant prior to the Effective Date or created, authored, developed, conceived or reduced to practice by Consultant after the Effective Date, whether alone or jointly with others. Nothing herein shall be construed to transfer any rights, title or ownership of the Platform, Services or any Consultant software, technology, materials, information or intellectual property rights to City. City is not required to provide any ideas, feedback or suggestions regarding any of Consultant's products or services ("Feedback") to Consultant. To the extent City does provide any Feedback to Consultant, City agrees to assign and hereby does assign all right, title and interest in and to such Feedback to Consultant and acknowledges that Consultant may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to City.

5. **TIME IS OF THE ESSENCE**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

6. STANDARD OF CARE

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

7. INDEPENDENT PARTIES

City and Consultant intend that the relationship between them created by this Agreement is that of independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA)

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. NON-DISCRIMINATION

Consistent with City's policy prohibiting harassment and discrimination, Consultant agrees that it shall not harass or discriminate against a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

10. DISCLAIMER; LIMITATION OF LIABILITY

A. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

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CONSULTANT DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL MEET CITY'S REQUIREMENTS, THAT THE PLATFORM SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

B. <u>Limitation of Liability</u>. NEITHER PARTY SHALL BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONSULTANT FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE SUM OF THE TOTAL FEES PAID OR PAYABLE TO CONSULTANT UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 10 WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY.

11. **INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant agrees to, at its expense, defend and/or settle any claim made by a third party against City alleging that the Platform infringes such third party's United States patent, copyright, trademark or trade secret (an "IP Claim"), and pay those amounts finally awarded by a court of competent jurisdiction against City (including damages, interest, losses, costs and expenses including attorneys' fees) or payable pursuant to a settlement agreed to Consultant with respect to such IP Claim, provided that City provides Consultant with (i) prompt written notice of the IP Claim, except that any failure to provide this notice promptly only relieves Consultant of its responsibility pursuant to this Section 11 to the extent its defense is materially prejudiced by the delay, (ii) sole control over the defense and settlement of the IP Claim, provided that Consultant will not admit fault by City or agree to any settlement that would impose obligations or restrictions on City (other than payment of sums which would be paid by Consultant under this Section 11) without City's prior written consent, not to be unreasonably withheld, delayed or conditioned; and (iii) all assistance, information and authority reasonably requested by Consultant for the defense and/or settlement of the IP Claim. Consultant shall have no obligation with respect to any claim arising out of or relating to: (x) any unauthorized use, distribution or display of the Platform; (y) any modifications to the Platform not authorized or made by Consultant or its subcontractors under this Agreement; or (z) any combination of the Platform with any third party hardware, software, service or technology if such claim would not have arisen but for such combination. If Consultant, in its sole discretion, believes an IP Claim or an adverse judgment in connection with an IP Claim is likely, then Consultant may, at its expense, (a) obtain a license from such third party claimant that allows for continued operation of the Platform, (b) modify the Platform so as to be non-infringing, or (c) if neither (a) nor (b) is available to Consultant at a commercially reasonable terms, terminate this Agreement upon written notice to City. This Section 11 sets forth the entire liability of Consultant and the sole and exclusive remedy of City in the event of any IP Claim brought against City.

12. **INSURANCE:**

A.   General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D". Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, Attention: City Manager." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

B.   Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C.   Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D.   Additional Insured. City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E.   Sufficiency of Insurance. The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F.   Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insured City.

Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

13. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise City immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

14. **PROHIBITION AGAINST TRANSFERS**

Neither City nor Consultant shall assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the other party. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant. Notwithstanding anything to the contrary in this Section 14, Consultant may assign its rights and obligations under this Agreement without the consent of City in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction.

15. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the subcontractor upon

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request. Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to City.

16. **PERMITS AND LICENSES**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

17. **REPORTS**

A.   Consultant shall, at such time and in such form as City may reasonably require, furnish reports concerning the status of services required under this Agreement.

B.   All such reports required to be provided by this Agreement shall be printed on recycled paper. All reports shall be copied on both sides of the paper except for one original, which shall be single sided.

18. **DATA**

City represents and warrants that: (i) it has all rights, title, interest, licenses and consents, and has made any and all notices and disclosures, necessary for the collection and provision to, and use by, Consultant of all data provided or made available to Consultant for use in connection with Consultant's Platform ("Data") without violation of any law, rule or regulation (including any privacy laws); and (ii) the Data does not include any social security numbers, financial account numbers or other sensitive information. City shall indemnify and hold Consultant harmless from any claim, loss, liability, damage, cost or expense (including reasonable attorneys fees) incurred by Consultant arising out of or relating to any alleged breach of the foregoing or any allegation that the Data is inaccurate or incomplete. Consultant shall indemnify and hold City harmless from any claim, loss, liablity, damage, cost or expense (including reasonable attorney's fees) incurred by City arising out of relating to any negligent performance of this Agreement not related to inaccurate or incomplete Data provided by the City.

19. **RECORDS**

Consultant shall maintain internal records reflecting that the Services were performed by Consultant hereunder in accordance with customary recordkeeping practices in the software development industry. Consultant shall provide free access to such records to the representatives of City or its designee's at all reasonable and proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary. No such examination and audit shall give City the right to access records relating to other Consultant customers. Such records shall be maintained for a period of three (3) years after Consultant receives final payment from City for all services required under this agreement.

20. **NONAPPROPRIATION**

This Agreement is subject to the fiscal provisions of the Cupertino Municipal Code and Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

21. ENVIRONMENTALLY PREFERABLE PURCHASING

Consultant shall comply with the City's Environmentally Preferable Procurement Policy whenever practicable in completing any work under this agreement, including but not limited to:

- Using paper products made with recycled content and recycled/remanufactured toner and ink jet cartridges;
- Printing with soy or low volatile organic compounds (VOC) inks;
- Using energy-star compliant equipment;
- Using cleansers and working with janitorial contractors to meet Green Seal's Industrial and Institutional Cleaners Standard; and
- Ordering supplies electronically and practicing other internal waste reduction and reuse protocols.

22. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO CITY:

City of Cupertino
10300 Torre Ave.
Cupertino CA 95014
Attention: Teri Gerhardt

TO CONSULTANT:

BuildingEye, Inc.
1355 Market Street, Suite 488
San Francisco, CA 94103
Attention Ciaran Gilsenan

23. TERMINATION

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in City's written notice of default, and in addition to any other remedy available to the City by law, the City Manager may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The City Manager shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

City shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination if for cause, City may deduct from such payment the amount of actual damage, if any, sustained by City due to Consultant's failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the City any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of City.

24. **COMPLIANCE**

Consultant shall comply with all state or federal laws and all ordinances, rules, policies and regulations enacted or issued by City.

25. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

26. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

27. **WAIVER**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

28. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

29. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

30. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
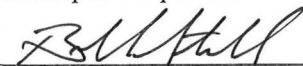
31. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement. All unchecked boxes do not apply to this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONSULTANT
Ciaran Gilsenan

By _____
Title President & CEO Buildingeye
Date 01.30.2017

CITY OF CUPERTINO
A Municipal Corporation

By _____
Title CTO
Date 2-21-2017

☐ Over $175,000- Council Approval Required
☐ Over $45,000- Department Head Approval Required
☒ Up to $45,000- Designated Supervisor Approval Required

RECOMMENDED FOR APPROVAL

Teri Gerhardt

ATTEST:

_____
City Clerk   2-24-17

APPROVED AS TO FORM:

_____
City Attorney

Exhibits: (Check box for exhibits that apply to this contract and attach)

☒ Exhibit "A"- Scope of Services, schedule of Performance and Compensation
☐ Exhibit "B"- Schedule of Performance
☐ Exhibit "C"- Compensation
☒ Exhibit "D"- Insurance Requirements and Proof of Insurance
☐ Exhibit "E"- Mandated Reporting Acknowledgement
☐ Exhibit "F"- Background/Fingerprint/TB Declaration
☐ Exhibit "G"- Nondiscrimination- State/Federal/HUD funded project
☐ Exhibit "H" - Request for City Manager to Waive Informal Bidding Requirements

EXPENDITURE DISTRIBUTION

ACCOUNT NUMBER		AMOUNT
Account: 610-35-986 700-703		$38,000.00
Account: 610-35-386 700-702		$5,000.00
Total: PO 2017- 00000 401		**$43,000.00**

BuildingEye, Inc.

1355 Market Street, Suite 488,

San Francisco, CA 94103.

Date 01/08/2016

buildingeye.com

Scope of Work and Fee Proposal for the City of Cupertino, CA.

Objective

The general objective of the application is to visualize data for projects going through the building and planning process and to communicate the data to staff and citizens through a mapping interface, which can be filtered to search for different types of applications .

Functionality Requirements:

1. Visualize data on a web application with the ability to filter applications by keyword, application type, timeframe and status. The map icons are dynamic and produce an information window with metadata on the application/project and a link to further information. The workflow should be clear for users to understand where in the process the application is

2. Enable users to create an email alert which notifies them of a project within their chosen area. Alert frequencies will be adjustable with options for biweekly, weekly and monthly.

Functional Specification

1. Front-end design.

2. Mapping layer

3. Filter tools.

4. Legend design.

5. Email account / alerts.

6. Data supply.

7. Hosting.

Front End Design

The style of buildingeye.com is a clean and effective UI /UX design. The transition between departments (Building and Planning) should be as smooth as possible so the user understands what they are visualizing and filtering.

Mapping Layer

Buildingeye currently uses MapQuest for its tile layer. This is acceptable to The City and there is no license costs associated with this.

However, if The City prefers an alternative tile layer we can investigate this. Any license fee resulting from this change would be incurred directly by The City. There could also be development costs associated with working with different mapping layers, depending on what is selected.

Filter Tools

A user will be able to filter their search by the following:

1. Address.

2. Area: Zipcode, Neighborhood, Supervisorial District, Fee District, Custom (GIS layers for specific areas to be provided by the Building & Planning Department).

3. Status (filed /issued; closed/active; approved/disapproved) as reflected in existing permitting software system and agreed with each Department.

4. Keyword and reference number search.

5. Date range (data to be supplied by each department) including start/end dates.

6. Application/Permit/Record type (dropdown of different types, liaise with existing permitting system).

Legend Design

Currently, Blue = Permit Received (Filed), Green = Permit Issued.

*Example of City of Palo Alto Icon Colors and Information Window*

Email Account / Alerts

A user who wishes to create and receive e-mail alerts must do the following:

1. Create a personal account and verify their email address to validate its authenticity.

2. Create an alert by choosing a geographic location to alert on with a ½ mile Radius (TBC), Zipcode, Neighborhood, Supervisorial District or Historic District.

3. Set the notification frequencies.

Once the above is completed the user can manage their alerts (2 No.) through a user dashboard where they can delete or change the frequency of the alert.

Email Alert Mockup
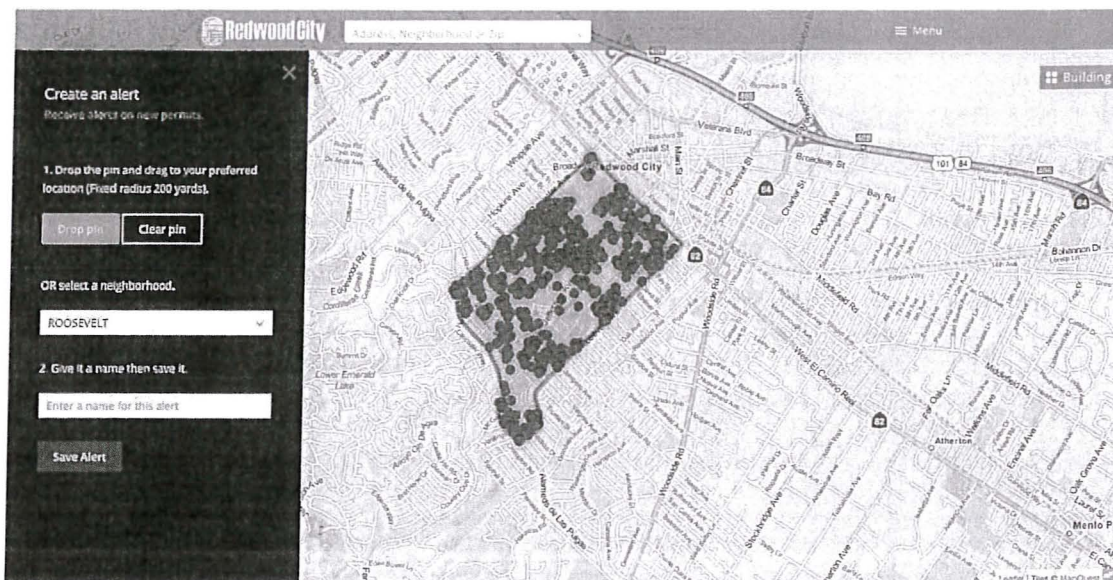
Example City of Redwood City Email Alert

Email capacity

After 50,000 alert emails / month / Department we will have to limit the email frequency or charge for the cost of additional capacity.

For an extra 100,000 emails / month = $60.00 / month
For an extra 1,000,000 emails / month = $600.00 / month

Data supply

The City will be responsible for the provision of credentials for buildingeye to access the existing permitting software system or Junar Open Data API. Buildingeye will work with each Department to clarify the data being visualized. The format and method of data delivery will be standardized and agreed upon by both parties. The City will provide data on all necessary metadata, geographic information (points, lines, polygons, & multi thereof) and hyperlinks. This is to facilitate the email alerts and search filtering. Links to all department files will be required through the API or CSV upload so they can be linked to.

Extent of Data Visualized

The information to be supplied by each Department includes data going back to (TBC by the City).

All GIS data associated with these applications will be provided by each department.

Hosting

The data input, visualization and email functionality would be managed, hosted and powered by Buildingeye

Note: There are items included above which still require additional information and further discussion to ensure all parties are clear on what data is to be provided and visualized.

Fee Proposal Population: 60,000

Annual License & Service fee:	1 year
Module 1 Planning	$10,500
Module 2 Building Permits	$8,500
Total Fee / annum for 2 modules	$19,000

One time setup fee:

Application setup & integration:	$5,000 which covers the 2 modules

Total $19,000 + $5,000 = $24,000

Annual License & Service fee:	3 Year

Promotion: Buy 3 Years get 1 Year FREE

Total Year 1 $19,000 + $5,000	$24,000
Total Year 2 $19,000 + $0	$19,000
Total Year 3 $0	$0
Total 3 Years with 1 Year FREE	**$43,000**

Note Full payment of $43,000 is due and payable in Year 1.

Additional Works

- For work (change requests) outside the scope of work described above, rates for Buildingeye staff would be as follows:
    - Front end designer $180 / hour
    - Software developer $220 / hour
    - Principal to meet with staff and review strategic changes $220 / hour

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with City named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$500,000 each occurrence
	$1,000,000 aggregate - all other
Property Damage:	$100,000 each occurrence
	$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	$500,000 each occurrence
Property Damage:	$100,000 each occurrence
	or
Combined Single Limit:	$500,000 each occurrence

(4) **Professional Liability**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.