

Professional Services Agreement for Website Redesign and Management

These Terms and Conditions, and any attachment referenced and incorporated herein, represent the complete agreement and understanding ("Agreement") between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("Contractor"), and The City of Oklahoma City, Oklahoma ("The City"), a municipal corporation, and supersedes any other written or oral agreement with regard to the website development services provided for herein. The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, The City of Oklahoma City ("The City") by and through the City Clerk and the Information Technology Department ("IT") prepared and issued a Request for Proposals ("RFP") for redesign and management of the OKC.gov website for The City; and

WHEREAS, on May 20, 2014, The City received proposals for a website redesign and management; and

WHEREAS, it was determined that the proposal of Vision Internet closely met the needs assessment and functional requirements of The City; and

WHEREAS, on August 12, 2014, The City authorized negotiation of a contract for the redesign and management of OKC.gov with Vision Internet; and

WHEREAS, The City desires to retain Vision Internet as an independent contractor, and Vision Internet has agreed to provide The City with certain services, work products, and deliverables described below; and

WHEREAS, the parties have negotiated and developed this Professional Services Contract for the redesign and management of OKC.gov.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, The City and Vision Internet hereby agree as follows:

1. Contractor will provide the following services to The City in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. It is agreed that a designee of The City, Aimee Russell will be project manager, with decision making authority on behalf of The City, for purposes of this Agreement.

2. Term. The services under this Agreement will be provided by Contractor to The City for an initial one year period with the option to renew for four additional one year periods.

3. Order of Precedence. In the event of an inconsistency between provisions of this agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by The City in the RFP packet, then (vi) attachments, notes and exceptions by Proposer.

4. Contract Not to Exceed. Under the terms of this Agreement, Contractor agrees to perform Website Development as described in "Exhibit A" at a price not to exceed \$124,093. Additional Services authorized under this Agreement may not exceed an amount of \$125,907, and the combined cost of Basic Services and Additional Services may not exceed a total amount of \$ 250,000.

5. Compensation and Payment. Contractor shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Project Manager for payment. Invoices for services under Exhibit A shall be submitted upon completion of project milestones and will be computed based on values as identified in Exhibit B. Invoices for Additional Services shall be submitted monthly and will be computed based on values as identified in Exhibit C. Payments shall not exceed the Basic Services or Additional Services amounts identified in the Agreement. Any amount to be paid in excess of those set forth in Exhibit B shall only be authorized by amendment to the Agreement.

Invoices for the amount and percentage completed by each activity performed by Contractor shall meet the standards of quality established under this Agreement. The invoices shall be prepared by Contractor and by accompanied by all supporting data required by The City staff. The Project Manager will review invoices and claim vouchers for payment. Should the Project Manager question or request additional documentation or disapprove all or a portion of any invoice, Contractor will be notified to provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part. However no invoices or claims shall be paid which are in excess of the not to exceed amounts identified in the Compensation and Payment paragraph or Exhibit B of this Agreement. The City agrees to pay Contractor within thirty (30) days after the receipt and approval of the invoice. Payment of any invoice for any work or services shall not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of The City or any obligation of Contractor should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Agreement. Final payment shall not be deemed to waive any rights or obligations of the Parties to this Agreement. Payments will be processed promptly after completion of milestones and after receipt of properly prepared invoices.

The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all.

6. Intentionally omitted.

7. Ownership of Information; Licensing of Intellectual Property. Upon payment for services involved in its production, creation, or accumulation, title to the work product produced, created or accumulated in performing this Agreement shall pass to and remain the property of The City, including but not limited to the work product reflected in or contain in any and all documents, notes drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, information survey results, plans computer fields and any other materials ("Intellectual Property"). All Intellectual Property may be reproduced, distributed and published by The City in whole or in part without permission or any additional payments or fees to Contractor. Notwithstanding, reuse of said documents by The City shall be at The City's risk and responsibility

and not that of Contractor. Notwithstanding anything to the contrary in any of the contract documents, Intellectual Property shall not include the Vision Internet Content Management Tool (also known as the Vision Content Management Tool, VCMT, VCMS and the Vision Content Management System), dynamic components, interactive components (collectively, the "Contractor's Proprietary Tools"), and other materials or components reasonably designated by Contractor, or any portion thereof, which: (a) have been previously made available to the public or which is made available to third parties by The City hereafter (except through ordinary interface with or use of The City's Website by members of the public), and/or (b) which was already in Contractor's possession prior to services performed under this Agreement ("Contractor's Proprietary Information"). Contractor shall retain all right, title, and interest in all of Contractor's Proprietary Tools and Contractor's Proprietary Information; however, upon payment in full, Contractor hereby grants to The City a non-exclusive, royalty free license to use for its own use any of Contractor's Proprietary Tools and Contractor's Proprietary Information that is embedded in the Work Product.

8. Entire Agreement. This Agreement, and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Agreement. This Agreement may not be modified or assigned unless approved in writing and signed by both parties.

9. Basic Services. Contractor is hereby engaged and employed by The City to perform in accordance with good practices and in the interest of the City all of the work as set out herein and including Exhibits A and D, which are attached hereto and incorporated as a part of this Agreement. These services include, but are not limited to the following:

Implementation Step	
Vision Stage	<ul style="list-style-type: none"> • Initial kick-off call with The City's project manager • Survey preparation and review • Four consecutive days of onsite brainstorming and planning session
Concept Stage	<ul style="list-style-type: none"> • Creation of Information Architecture • Create conceptual sitemap • Homepage layout wireframe
Design Stage	<ul style="list-style-type: none"> • Unique, custom graphic design • Custom icons, buttons, screen elements, and backgrounds • Homepage design comp
Development Stage	<ul style="list-style-type: none"> • Implementation of visionCMS™ • Integration of interactive components • Migration of up to 250 pages of content

Implementation Step
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> • Final testing • Customized training manual • Three consecutive days of onsite training session
Soft Launch & Final Launch <ul style="list-style-type: none"> • Move website to The City's server • Completed website
12 months of Subscription Services (maintenance, Exhibit D)

10. Additional Services. Additional services are Program related services, enumerated in Exhibit C, attached here to and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the Project Manager acting within the limits of State law, Ordinance of The City of Oklahoma City and policies established by The City Council, and upon acceptance by Contractor. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payment paragraph of this Agreement.

11. Documents in Digital Format. The City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

12. Limited Warranty. Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to The City upon delivery of website files to The City ("Completion"), and that all services will be performed in an efficient and workmanlike manner, and that any software provided will conform to the requirements of the RFP. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website files (content would not be overwritten) on the date of Completion. Contractor shall provide compiled code upon The City's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, and to the extent permitted by law, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor, and Contractor shall not be responsible for any lost profits or other damages, including indirect, incidental, special, consequential or any other damages. Notwithstanding the foregoing, there shall be no limitation whatsoever on Contractor's liability in connection with its indemnity obligations, personal injury or willful, intentional destruction of property, and the foregoing shall not preclude claims up to the full amount payable under the insurance requirements of this Agreement.

If under Oklahoma law, any part of this section is invalid, then Contractor limits its liability to the maximum extent allowed by Oklahoma law. Notwithstanding the foregoing, in no event shall this limitation of liability be construed to limit Contractor's liability for its own fraud willful injury to persons or property, or violation of law, whether negligent, or willful as required under 15 O.S. 2011, §212.

13. Results. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. The City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Promotional Materials. Contractor may use any web pages developed for The City in any of its own promotional materials as examples of its work, with prior written consent of The City's Project Manager. The City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent only on pages The City designates. Contractor's footer text credit shall always be linked to Contractor's web page.

15. Non-infringement. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at The City's web pages during the effective period of this Agreement. The City expressly authorizes Contractor to display and/or modify any images, data, information and other items supplied by The City in connection with the services provided herein.

16. Compliance with Applicable Laws. Contractor agrees to design and The City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. The City hereby agrees that any text, data, graphics, or any other material published by The City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. Contractor agrees and warrants that any and all elements of its design of The City's website are free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Indemnification. Contractor will defend, hold harmless and indemnify The City from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

18. Estimated times are included for convenience. Actual times will vary depending on The City's interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

19. Venue and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Oklahoma. The City and Contractor agree that any dispute which may arise between or among them arising out of or in connection with a contract shall be adjudicated before a court located in Oklahoma City, Oklahoma. The City and Contractor hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma, with respect to any action or legal proceeding commenced by any party to the Agreement. The City and Contractor consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested.

20. Compliance with Applicable Laws. Contractor shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and policies, and all amendments and additions thereto, pertaining in any manner to the services provided under the provisions to this Agreement, and that Contractor shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

21. Standard of Care. In providing the support services herein, Contractor shall maintain during the course of the Agreement, the standard of skill, diligence and professional competency commensurate with like professionals in its industry for similar services. Contractor agrees to furnish efficient business administration and management services pursuant to the terms of this Agreement and to use its professional efforts at all times in an expeditions and economical manner consistent with the interests of The City.

22. Corrections in Services and Deliverables. Contractor agrees to make any necessary corrections to services or deliverable furnished under this Agreement, when such services or deliverables contain any errors, deficiencies or inadequacies caused by Contractor at no cost to The City. Contractor further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. Contractor is not relieved of any obligation to correct Contractor's errors, deficiencies or inadequacies undiscovered by The City upon its review or inspection of Contractor's services or deliverables nor is Contractor relieved from obligation to correct for The City's lack of review or inspection of said work, services or deliverables.

23. Assignment. In as much as the Agreement is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of Contractor to provide professional and personal services to The City, the parties agree that Contractor shall not assign or sublet its obligations, rights or interests in whole or any part of the Agreement without the prior written consent of The City, except that Contractor may assign this Agreement without The City's consent, in connection with a merger, consolidation, liquidation or reorganization of Contractor, to an associate, affiliate or subsidiary company of Contractor validly existing under applicable laws, or in connection with a change of control of Contractor. Contractor shall notify The City within a reasonable time after any assignment.

24. Insurance Requirements. The following insurance requirements are applicable and must be obtained prior to contract award.

A. Liability & Property Damage Insurance. Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City and its Trusts harmless from damage or injuries of whatever nature

or kind to persons or property arising directly or indirectly from acts or omissions of Contractor or its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City and its Trusts from any penalties for violation of any law, ordinance or regulation affecting or having application to said acts or omissions.

The requirements of the insurance provisions shall survive the completion, expiration, cancellation or termination of this Agreement.

All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, Contractor is stating a deductible does not exist and thus a deductible is not approved or accepted.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by Contractor's self-insured retention.

All insurance coverage required under this Agreement except Errors and Omissions Insurance, shall be maintained in full force and effect until expiration of the Agreement. Errors and Omissions Insurance shall be maintained for two (2) years after the expiration of this Agreement.

In this connection, Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

1) *Property Damage Liability.* Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

2) *All Other Liability.* In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

3) *Single Occurrence or Accident Liability.* In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

4) *Automobile Liability Insurance.* Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this agreement/contract.

5) *Errors and Omissions Insurance.* Contractor shall provide and maintain errors and omissions insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during the term of this Agreement and for a period of two (2) years after the termination of the Agreement.

B. Insurance Certificate. The insurance policies shall be issued by a company approved by The City of Oklahoma City. Contractor must provide The City a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written

notice to City, The City of Oklahoma City or its Trust. Certificates of Insurance shall be delivered to The City prior to agreement execution. The City of Oklahoma City shall be listed by name as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and its Trusts are additional insureds on all policies as required by the contract".

25. Termination.

A. **Termination for Convenience.** The City may terminate this Agreement, in whole or in part, for The City's convenience. The City may terminate by delivery of a notice to Contractor, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, Contractor shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to The City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Agreement, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by The City, The City shall pay Contractor for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Agreement and as further limited by the not to exceed amounts set out in this Agreement.

The rights and remedies of The City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Agreement.

B. **Termination for Default.** The City may cancel this Agreement in whole or in part, for failure of Contractor to fulfill or promptly fulfill its obligations under this Agreement.

1. After due notice and thirty (30) days within which to correct the default, this Agreement may be terminated by either party for default upon fourteen (14) days written notice. Should the other party fail substantially to perform in accordance with the Agreement terms through no fault of the party initiating termination.

3. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Agreement.

26. Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon The City unless such work or service is first approved in writing by The City.

27. Stop Work. Upon notice to Contractor, The City may issue a Stop Work Order suspending the performance of work and/or services under this Agreement. If the Stop Work Order exceeds ninety (90) days, The City understands that Contractor may not immediately resume performance of work and/or services under this Agreement. The Stop Work Order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Agreement. In the

event The City issues a Stop Work Order to Contractor, The City will provide a copy of such Stop Work Order to Contractor.

The City reserves the right to request and expect Contractor to dismiss from work in process with The City, any employee who The City may reasonably deem incompetent, careless, insubordinate or otherwise objectionable.

28. Records and Accounts. During the term of this Agreement and continuing for a period the longer of (5) years after the termination or expiration of this Agreement, or until the final resolution of any outstanding disputes between The City and Contractor on the project, Contractor shall maintain: all final versions of documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Agreement that have not been submitted to The City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. Contractor shall not be required to maintain copies of preliminary or draft versions of the aforementioned items. Contractor must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. Contractor shall permit periodic audits by The City or The City's authorized representative. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by The City and Contractor. Agreement as to the time and place for audits may not be unreasonably withheld.

29. Prohibition Against Collusion. Contractor warrants it has not employed or retained any company or person other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and Contractor further warrants it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In addition, Contractor must execute the Anti- Collusion Affidavit attached as Exhibit E.

30. Nondiscrimination. In connection with the performance of work and/or services under this Agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of The City of Oklahoma City setting forth provisions of §25-41 of the Oklahoma City Municipal Code, 2010.

B. In the event of Contractor's noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by The City. The City may declare Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by Contractor.

C. Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement. Contractor shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit F, prior to the effective date of this Agreement.

32. No Damage For Delay. No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to Contractor for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. Contractor agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

33. Severability. In the event that any provision, clause, portion or section of this Agreement is held unenforceable or invalid for any reason by a court of proper jurisdiction, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement. The parties further agree that any provision that is held unenforceable or invalid shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

34. Amendment. This Agreement may be modified only by a written amendment of subsequent date hereto, approved by The City and Contractor. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein

35. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

36. Descriptive Headings. The descriptive headings of the sections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Agreement.

37. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Agreement.

38. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

39. Relationship of Parties. This is an agreement for professional services. The parties hereto are independent of one another and both agree that no agency, employment, franchise or other relationship exists between the parties. Neither party shall have the authority to bind the other with respect to third parties or in any other manner.

40. Effective Date. The effective date of this Agreement shall be the latest execution of this Agreement by The City.

41. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

42. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

43. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

44. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

45. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

46. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

47. Notices: All notices and orders given pursuant to this Agreement shall be in writing, delivered or mailed by United States certified mail, return receipt requested, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

(a) The City: The City of Oklahoma City
 ATTN: City Clerk
 200 N. Walker Ave., 2nd Floor
 Oklahoma City, OK 73102

AND

Information Technology Department
Attn: Aimee Russell
100 N. Walker, 6th floor
Oklahoma City, OK 73102

(b) Contractor: Vision Internet Providers
2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Contract Administrator
Cc: Rose De Vries
Fax: (310) 656-3103

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

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VISION TECHNOLOGY SOLUTIONS, LLC
DBA VISION INTERNET PROVIDERS

By: 
David M. Nachman, Chief Executive Officer)

ACKNOWLEDGEMENTS

STATE OF California,)
) ss.
COUNTY OF Los Angeles)

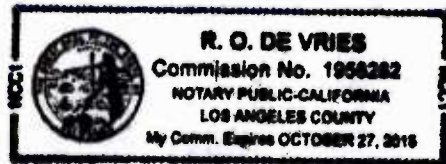
Before me, the undersigned, a Notary Public in and for said County and State, on the 23rd day of December, 2014, personally appeared David M. Nachman, the CEO of Vision Technology Solutions, LLC, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he ~~or she~~ executed the same as his ~~or her~~ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.



Notary Public # 1958282

My Commission Expires: October 27 2015

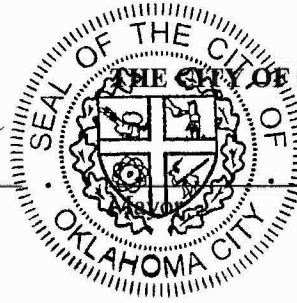


1-20-15

ATTEST:

Travis Kelsey

City Clerk



Neil Curtis

REVIEWED for form and legality.

Laura K. McDermott Codrington

Assistant Municipal Counselor

Exhibit A Scope of Work

Scope of Work

This Exhibit A ("Exhibit A") describes the Scope of Work for website development services, to be performed by Vision Internet Providers ("Contractor") for The City of Oklahoma City ("The City").

Implementation of the website will include:

Navigation Design

The Contractor will consult with The City on how best to organize The City's website's content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content.

The Contractor will deliver the following:

- Homepage layout wireframe
- Approved sitemap

Graphic Design

The Contractor will provide The City with three homepage design concepts for The City's approval. The City will select one for implementation in the website. The Contractor will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by The City, the Contractor will create up to three interior page designs.

The Contractor will deliver the following:

- Three homepage design concepts
- Approved homepage design
- Up to three interior page templates

Compatibility

The City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Chrome and Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. The City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). The City understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer on The City approved pages and always be linked to a Contractor web page. The City is responsible for the costs of all software licensing.

Exhibit A Scope of Work

The City understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. The City understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by The City or any third party.

Vision Content Management System™

The Contractor will implement The City's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for The City's specific needs.

The visionCMS™ will be implemented with the following components:

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Navigation Control
- Navigation Redirect
- Page Linking

Exhibit A Scope of Work

- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Quick Links
- Single-Source Publishing
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Business Submissions
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Event Registrations
- Event Submissions
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Application Manager
- Job Posts
- News
- Online Polls
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Single Sign On
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

Exhibit A Scope of Work

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Advanced Mega Menu (1)
- Approval Cycle
- Advanced Design Themes (7)
- Emergency Center (1)
- Online Payment Integration
- Responsive Design with visionMobile™
- Site Search (Searchblox)

Key Component Details

Below are details on key components of the visionCMS™:

ADVANCED MEGA MENU

The Advanced Mega Menu is a fully customizable mega menu. Along with the options to define how many levels of navigation and how many columns to use like standard mega menus, the Advanced Mega Menu also allows users to add extra columns to the mega menu and place widgets in these columns. Each main navigation item mega menu is designed separately so that, for example, hovering over “About Us” would show a different mega menu with different widgets than hovering over “What’s New”. By default, all of the standard “Box” widgets can be added to the Advanced Mega Menu, such as News, Events, Staff, RFPs, FAQs, Facilities, Jobs, Businesses, and Services, as well as content area widgets, mini calendars and image widgets. More than one widget can be added to a column, stacked on top of each other.

Widget columns can be added before or after the navigation columns, not in between them. Multiple columns can be added to one mega menu. Widgets can only be added to widget columns, not to navigation columns.

DESIGN THEMES

The Design Themes tool allows The City to give subsections of the website their own unique look and feel while providing overall navigational and page layout consistency for The City’s website visitors. The navigational and page layout consistency will make navigating the site easier for The City’s users; the structure will remain the same throughout the website. At the same time, however, by being able to apply different graphic designs and color schemes to different sections, The City can incorporate distinct branding elements into a single website. To make it easy for The City’s staff, they can simply select the design theme to be applied to the page from a list of available options that Vision Internet defines for the content management system.

Advanced Design Themes

Advanced Design Themes provide an even more customized presence for The City’s department’s sub sections. Included with this option are specific widgets or custom content settings. This means that if The City’s main website has a changeable background, the Contractor can customize it so that pages using an Advanced Design Theme can also change their background. Additionally, if the main website has its logo or social icon buttons in the footer or header of its webpages, the Contractor can customize pages using the Advanced Design Theme to have different links.

Exhibit A Scope of Work

Advanced Design Themes include up to one new page template with up to three new widgets for that template. More templates and widgets can be developed for an additional cost.

EMERGENCY CENTER

The Emergency Center is a great way to keep the community informed in the event of an emergency. The Emergency Center consists of a notification that is posted on the homepage of the main site and three other separate custom emergency homepages, alerting visitors of the emergency and directing them to a special website dedicated to communicating with people during the crisis. Below is an example of the Emergency Center from Collier County.

For The City's project, Contractor shall implement the following:

- Create four custom emergency homepages.
- Set the background for each emergency homepage.
- Set the important links for each page – each important links widget will point to a different custom content. This will apply to the “Happening Now” widget too. Contractor shall use the same settings for the Twitter FeedReader™ and Current News, unless otherwise requested by The City.
- Should City desire to activate a specific emergency homepage, then City will go to the System Variables Section and point the setting to the applicable page.

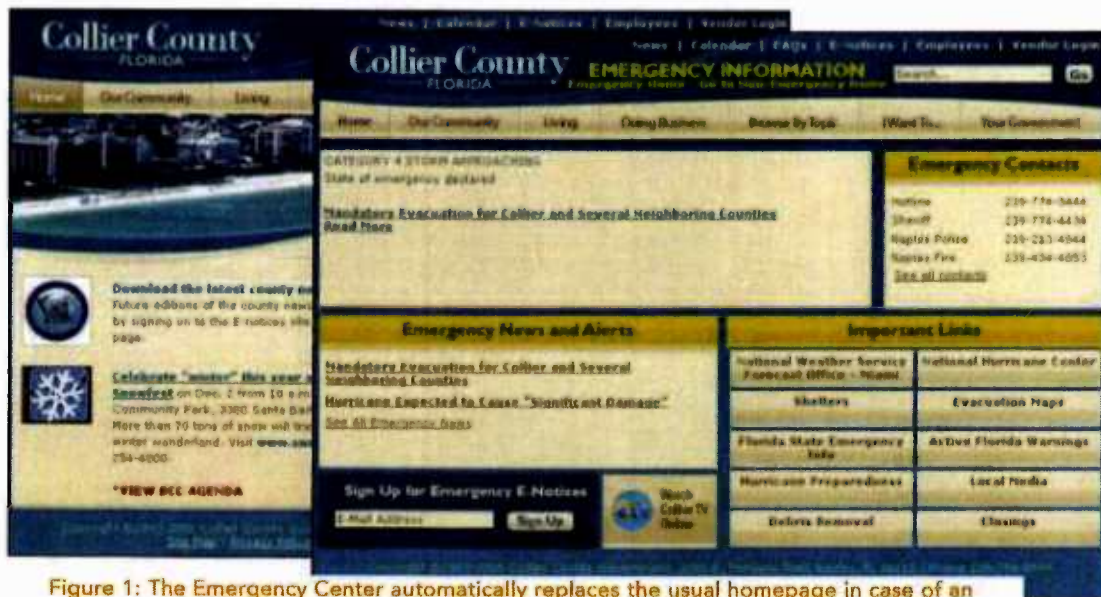


Figure 1: The Emergency Center automatically replaces the usual homepage in case of an emergency.

ONLINE PAYMENT INTEGRATION

The Online Payments functionality is a core tool integrated into the content management system, and used by other components requiring online transactions. It would include integration with an online transaction service where transaction information would be transmitted securely to a third-

Exhibit A Scope of Work

party vendor. This vendor would then process the credit card or e-check and transfer the funds from the transaction to The City's bank account.

A recording of each transaction is logged into a local database for reconciliation with the transaction report made available from the vendor. Transactions recorded within the central database would also be associated with the transactions by different applications using the tool. For security reasons, however, credit card information will not be stored into the database. This is an add-on to payment related functions and forms.

Transaction based forms and/or functions are an additional cost beyond the Online Payments tool. The City will be responsible for fees paid to third-party online transaction services. the Contractor's standard online payment services are Authorize.Net and PayPal. Integration of other services may result in additional fees.

Additional HTML Template

The Contractor will provide The City with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Attachment A.

Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage <ul style="list-style-type: none"> • Initial kick-off call with City's project manager • Survey preparation and review • Four consecutive days of onsite brainstorming and planning session 	3 – 6 Weeks
Concept Stage <ul style="list-style-type: none"> • Creation of Information Architecture • Create conceptual sitemap • Homepage layout wireframe 	3 – 5 Weeks
Design Stage <ul style="list-style-type: none"> • Unique, custom graphic design • Custom icons, buttons, screen elements, and backgrounds • Homepage design comp 	5 – 10 Weeks
Development Stage <ul style="list-style-type: none"> • Implementation of visionCMS™ • Integration of interactive components • Migration of up to 250 pages of content 	7 – 15 Weeks

Exhibit A Scope of Work

Implementation Step	Avg. Duration
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> • Final testing • Customized training manual • Three consecutive days of onsite training session 	3 – 4 Weeks
Soft Launch & Final Launch <ul style="list-style-type: none"> • Move website to City server • Completed website 	4-6 Weeks
Total estimated time to launch	25 – 44 Weeks

** The schedule may vary depending on additional components and participant decision times.*

The six stages of the Vision Process are explained in the sections below:

STAGE 1: VISION STAGE

In the Vision Stage, the Contractor shall work with The City to create the vision for The City’s website now and for the future. The Vision Stage emphasizes the objectives of the website and how it supports The City’s overall organizational goals. This vision then guides each subsequent step in the process.

To create this vision, the Contractor will:

- Prepare and review a survey document which will focus on goals and objectives
- Review The City’s existing website and those of similar cities
- Study examples of other websites The City likes
- Review project goals and timeline

As part of this process, the Contractor will conduct advanced user testing to more fully understand how The City’s various audiences use the site. As a part of this process, the Contractor will:

- Survey key stakeholders (up to 6) and visitors (up to 25) in order to identify The City’s website’s common tasks and goals (The City will be responsible for gathering the 25 visitors). (To clarify, this is the survey process. The in person focus groups/review will be separate.)
- Install usability testing software on The City’s website to generate mouse tracking heat-maps and screen recordings
- Analyze The City’s log file data to identify most visited pages, entry and exit points
- Create a target audience and user testing of 5 participants

At the end of the usability study, Vision Internet will deliver a report that includes:

- Survey results
- Heat-map analysis (clicks & mouse movement)

Exhibit A Scope of Work

- Most visited pages on The City provided log file.
- Discovery of common tasks
- Discovery of goals
- User testing

Included in The City's scope is a four-day on-site brainstorming and planning session where the Contractor shall discuss The City's current website, the results of surveys, the needs of users and staff, and possible approaches for the future. The City's project manager will help to determine the schedule for each on-site day based on the audiences The City would like to engage internally and externally. If needed, tools such as Google Hangout, Twitter, or other social media platforms can be used to help engage external audiences. The Contractor recommends keeping focus groups to no more than six people per group, an hour per session.

(**Note:** The City will work with The City's project manager to determine the exact number of groups who will participate, but in general the Contractor recommends going deep instead of broad – focusing on going more in-depth with a few key groups instead of bringing in a higher number of people.)

STAGE 2: CONCEPT STAGE

In the Concept Stage the Contractor realizes the vision through:

- Creation of the information architecture which supports easy access to information.
- Defining the navigation strategy.
- Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content.
- Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account The City's current needs plus allow for future expansion and growth.
- Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will conclude with The City's satisfaction and approval of the homepage layout wireframe.

STAGE 3: DESIGN STAGE

In the Design Stage the Contractor's team continues with the graphic design for The City's homepage. The Contractor works closely with The City's staff to establish a look and feel that reflects The City's community. The Contractor's world-class designers take the time to create a truly professional design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create a stunning, harmonious design.

As part of the Contractor's process the Contractor will provide art direction, design review, and up to three (at The City's discretion) unique homepage design concepts for The City to choose from. Once the direction is established, the Contractor will provide necessary revisions until The City are completely satisfied. The Design Stage will conclude with The City's satisfaction and written approval of the homepage design comp.

Exhibit A Scope of Work

STAGE 4: DEVELOPMENT STAGE

During the Development Stage the process continues as the Contractor creates the interior page design then program the website. Development includes implementation of the Vision Content Management System™ and integration of the interactive components and features. Quality is ensured by the Contractor's extensive experience, testing, and the proven visionCMS™.

Included in the scope of The City's project is the content migration of up to 250 pages into the new website. The Contractor can provide guidance on the best practices for web content writing and will train The City's staff on the best approach for migrating additional content. Alternatively, at The City's request the Contractor can provide a price quote to migrate additional pages.

Migration is not a simple cut-and-paste process. As part of the Contractor's migration service, the Contractor reviews the formatting and layout of each page, reformat it using the new site's design styles, and lay it out in a way that conforms to industry best practices for impact and readability.

STAGE 5: QUALITY ASSURANCE, DOCUMENTATION, AND TRAINING STAGE

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.
- Review content.
- Create a custom training manual that incorporates actual screenshots of The City's site.
- Provide administrator and content editor training.

For The City's project the Contractor will provide a three day onsite training consisting of two sessions; one for The City's staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Note that the central online reference incorporates screenshots from the visionCMS™, making it easy for staff to understand and use. It is an excellent reference for new staff to use as well.

STAGE 6: LAUNCH STAGE

In the Launch Stage, the website is moved to The City server. The Contractor's launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, the Contractor again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon The City's final written approval.

Exhibit B Compensation and Schedule of Services

Under the terms of this Agreement, the Contractor agrees to perform the works and services described in this Agreement. The City agrees, in accordance with the limitations and conditions set forth in the Agreement, to pay an amount not to exceed \$250,000, which includes: for Basic Services an amount not to exceed \$ 124,093 as specifically set forth in this Exhibit B; and, for Additional Services, an amount not to exceed \$125,907 as specifically set forth in Exhibit C.

B. Basic Work and Services.

Compensation for basic services may not exceed \$124,093, and in no event may the Contractor receive compensation in excess of the amount listed for each task for performance of its basic services.

	Amount	Deliverables
Contract Execution (18%)	\$18,146.34	Contract signed and approved by both parties.
Approval of the homepage wireframe (18%)	\$18,146.34	Approval of the homepage wireframe Including:
	\$6,790	<ul style="list-style-type: none"> • Stage 1: Vision Stage (Exhibit A) <ul style="list-style-type: none"> ○ Initial kick-off call with The City's project manager ○ Survey preparation and review ○ Four consecutive days of onsite brainstorming and planning session (Onsite Consultation Meeting) ○ Travel
	\$1,820	<ul style="list-style-type: none"> • Stage 2: Concept Stage (Exhibit A) <ul style="list-style-type: none"> ○ Creation of the information architecture which supports easy access to information. ○ Defining the navigation strategy. ○ Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content. ○ Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account The City's current needs plus allow for future expansion and growth. ○ Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.
Approval of homepage design comp (18%)	\$18,146.34	Approval of homepage design comp Including:
		<ul style="list-style-type: none"> • Design Stage <ul style="list-style-type: none"> ○ Unique, custom graphic design ○ Custom icons, buttons, screen elements, and backgrounds ○ Three unique homepage design concepts ○ Approved homepage design ○ Up to three interior page templates

Exhibit B Compensation and Schedule of Services

Retainage of 2% per milestone payment will be held and released upon final acceptance totaling 10% (\$10,081) of the total contract amount

Optional Professional Services and Interactive Components/Features

Web-based consultation and training as well as up to 250 pages of migration are included in the base cost of the project.

Exhibit C Additional Services

Additional Services shall only be provided upon prior written and clearly detailed direction of the Project Manager. The Contractor may be direct to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

Optional Interactive Components and Features	Cost
Active Directory Integration	\$4,000
Design Themes	
First Design Theme	\$2,490
Each Add'l Design Theme	\$1,625
Advanced Design Themes	
First Advanced Design Theme	\$5,000
Each Add'l Advanced Design Theme	\$4,000
Sub-sites	\$11,000 ¹ each
Intranet	\$14,955
eProcurement System	\$13,170 ²
Payment Integration (TransFirst)	\$8,500
Additional On-site Meeting	\$3,920 per person
	\$940 per person (Travel)
Additional Consecutive On-site Consultation Day	\$1,030 per person
	\$220 per person (Travel)
Additional Consecutive On-site Training Day	\$1,030 per person
	\$220 per person (Travel)
Content migration – per 50 pages	\$1,445
<ul style="list-style-type: none"> • Content formatting • Uploading related documents and images • Reduced pricing for quantities over 250 pages 	

Additional Services will be billed at Contractor's prevailing hourly rates, which are as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting,

¹ This cost is valid for pre-development Subsite with Responsive Design. Note that this cost may increase should the City procure a Subsite post-development. Add \$4,400 per Subsite to add the Subsite to the City's On-Premise visionLive plan.

² The eProcurement System has an associated annual cost of \$3,420 for hosting and maintenance.

Exhibit C Additional Services

Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. The City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$135.

Annual Software Maintenance Renewal – OnPremise visionLive™ Subscription Maintenance**	Time Frame	Amount*
1st Renewal Period (Begins 1 year from final acceptance)	Maintenance, and Technical Support Service Fees (Year 2) (Same as Annual Subscription)	\$9,324.00
2 nd Renewal Period (Begins 2 years from final acceptance)	Maintenance, and Technical Support Service Fees (Year 3) (Same as Annual Subscription)	\$9,790.20
3 rd Renewal Period (Begins 3 years from final acceptance)	Maintenance, and Technical Support Service Fees (Year 4) (Same as Annual Subscription)	\$10,279.71
4 th Renewal Period (Begins 4 years from final acceptance)	Maintenance, and Technical Support Service Fees (Year 5) (Same as Annual Subscription)	\$10,793.70

Any additional work will be billed at the Technical Support hourly rate as agreed to in a change order submitted to The City’s Project Manager.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$125,907. This allowance is to be used and paid to the Contractor in the manner established in this Agreement, unless other compensation means are agreed to in writing by the Project Manager. The Additional Services compensation may only be used after the Contractor has performed Additional Services upon prior written authorization by the Project Manager. Invoices submitted for Additional Services shall represent only hours or services actually worked on this project by the Contractor’s employees and the Contractor’s employees shall be accounted for separately for each Additional Service performed.

Exhibit D Maintenance

visionLive™ On-Premise Subscription Services, Maintenance Vision Internet Providers

1. Ongoing Service Provisions

Pursuant to the terms herein, Contractor agrees to provide Upgrade Services and Support Services (collectively "Subscription Services") as provided below for The City's website, which utilizes Contractor's Vision Content Management System ("VCMS") developed under this Agreement. Contractor will provide Subscription Services commencing upon go-live of The City's website, developed under this Agreement, to The City in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet is not providing Hosting Services. The City is to provide Hosting Services on its own infrastructure. Vision Internet will assist The City with setting up the website on The City server according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate as provided in Exhibit C.

(b) **Upgrade Services**

Contractor will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Contractor and The City.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

The City understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. The City understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. The City understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Contractor at its discretion are herein referred to collectively as the "Supported Web Browsers".

To receive the Upgrade Services, The City must have been receiving non-interrupted Subscription Services from time of website launch and the VCMS code must be unmodified. The City must provide Contractor continual server access to receive Upgrade Services and at no time may The City modify the code. Modification of code may result in files being overwritten. The Contractor will notify The City prior to accessing The City servers.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.

Exhibit D Maintenance

- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Contractor will provide Support Services to a designated The City account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays (“Business Hours”), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

If the Agreement is renewed for three additional terms, at the conclusion of year four of an uninterrupted Subscription Services agreement, The City will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist The City in transferring existing content into the new design.

2. Fees and Term

Rate: \$8,800 per year payable to Contractor in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each annual renewal term, in accordance with Exhibit C of the Agreement. Contractor shall invoice The City annually within thirty days of start of service or any renewal term as defined in the Agreement. Additional Services may be provided in accordance with Exhibit C of the Agreement. The Subscription Services will begin 90 days from Completion or 30 days from when the website “goes live,” whichever occurs first (the “Initial Term”).

3. Subscription Services Website Usage

(a) The City shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The City shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The City hereby represents and warrants that any text, data, graphics, or any other material displayed or published by The City on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

Exhibit D Maintenance

(b) The City represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at The City's Website. The City expressly authorizes Contractor to display those images, data, information or other items.

(c) The City shall not misuse any of Contractor's resources or cause any disruption to Contractor's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The City shall not use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other parties, including but not limited to, other Contractor clients, customers or account holders or other Contractor systems. The City shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. The City shall not use Contractor's services as a door or signpost to another server.

(e) The City will have password access to the VCMS through the Subscription Services. The City agrees to be responsible for keeping all passwords secure and will immediately notify Contractor if a password is lost, stolen or compromised in any way. The City shall be responsible for all use of Subscription Services accessed through The City's passwords. The City's passwords are not transferable to any third party and are subject to any limits established by Contractor.

4. Disclaimers and Acknowledgments

(a) The Internet

(i) The City acknowledges that, when using the Internet, The City is using a completely different physical network than the Contractor communications network and different content than available on Contractor. The reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. The City acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Contractor makes no warranty that any systems accessed will be free of computer viruses. The City is responsible for making backup copies of its files. The City assumes all risk and liability of its use of the Internet.

(ii) The City specifically acknowledges that Contractor provides access to other systems not controlled by Contractor including, but not limited to, discussion groups, RSS Feeds, websites and databases, that may contain pictures and language intended for adult audiences. The City further understands that Contractor is not responsible for any damages that may result from exposure to such material and The City shall hold Contractor harmless from any damages that may result.

(iii) Contractor does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of The City. Except as expressly set forth in Section 12 of the Agreement, **CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server

Exhibit D Maintenance

down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by Client to Contractor and Contractor shall not be responsible for any lost profits or other damages, including indirect, incidental, special, consequential or any other damages.

If under Oklahoma law, any part of this section is invalid, then Contractor limits its liability to the maximum extent allowed by Oklahoma law. Notwithstanding the foregoing, in no event shall this limitation of liability be construed to limit Contractor's liability for its own fraud willful injury to persons or property, or violation of law, whether negligent, or willful as required under 15 O.S. 2011, §212.

(iv) The City acknowledges that the information available through the Internet may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Contractor services is at the risk of The City.

(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Contractor will apply for a custom domain name of The City's choosing. Contractor cannot guarantee the availability of any particular name. The City is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. The City shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Contractor shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

5. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) Any Misuse of Contractor resources that substantially disrupts Contractor's business.
- (b) The City's breach of any representation, warranty, term or provision of this Agreement.
- (c) Contractor's breach of any representation, warranty, term or provision of this Agreement.

6. Remedies

(a) If Contractor discovers that The City is displaying content that is in violation of any of the foregoing provisions, Contractor may discontinue or suspend access to The City's Website without prior notice, until the violating item(s) have been resolved.

(b) If an Event of Default occurs, the Agreement may be terminated in accordance with the termination provisions set forth at section 25 of the Agreement.

7. Included Interactive Components and Features

Exhibit D Maintenance

The following are the initial Included Interactive Components and Features provided in The City's project, subject to upgrades and revisions based on Contractor's then current Included Interactive Components listed on the Roadmap.

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Business Submissions
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- In-page Content Editing
- Job Application Manager
- Job Posts
- News
- Online Polls

Exhibit D Maintenance

- Event Registrations
- Event Submissions
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Single Sign On
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Advanced Mega Menu
- Approval Cycle
- Advanced Design Themes (7)
- Emergency Center
- Online Payment Integration
- Responsive Design with visionMobile™
- Site Search (Searchblox)

8. Customizations

The following are customizations provided in The City's project:

- None.

Exhibit E

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

→ → → THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Eric Tis VICE PRESIDENT, FINANCE
Type Name of Authorized Agent Title
Vision Technology Solutions, LLC DBA Vision Internet Providers
Company Name
2530 Wilshire Blvd. 2nd Floor Santa Monica CA 90403
Address Zip Code
310-656-3100 FAX- 310-656-3103
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of *
County of *
[*State and County where notarized must be written in for bid to be considered.]

SS.

See Attached

Signed and sworn to before me on this ___ day of ___, ___ by ___
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: ___
[Oklahoma]

Type Name of Notary Public

My Commission Expires: ___
[Date/Year]

Exhibit E

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 2, 2014 before me, R. O. De Vries, Notary Public
(Here insert name and title of the officer)

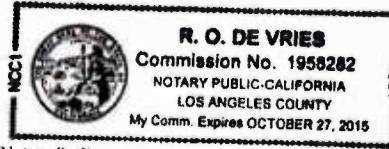
personally appeared Eric TIS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. O. De Vries
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Anti-Loss Collateral Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit F

NON-DISCRIMINATION STATEMENT

The contractor agrees, in connection with the performance of work under this agreement/contract:

a. That the contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;

b. That the contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement/contract.

c. In the event of the contractor's non-compliance with the above non-discrimination clause, this agreement/contract may be canceled or terminated by the Contract Entity. The contractor may be declared by the Contract Entity ineligible for further agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the contractor.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

Sign Here Eric Tis
Signature of Individual

VICE PRESIDENT, FINANCE
Title

ERIC TIS
Printed Name of Individual

VISION TECHNOLOGY SOLUTIONS, LLC - 2530 WILSHIRE^{BLVD} - SANTA MONICA CA 90403
Company Name and Address Zip Code

310-656-3100 - FAX: 310-656-3103
Telephone Number and Fax Number if any



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2014

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

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

PRODUCER The Hauser Group 8260 Northcreek Drive, Suite 200 Cincinnati OH 45236	CONTACT NAME: matt walsh PHONE (A/C, No, Ext): 513-745-9200 E-MAIL ADDRESS: mwalsh@thehausergroup.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's</td> <td>15792</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Company	22292	INSURER B : Underwriters at Lloyd's	15792	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Vision Technology Solutions, LLC Vision Holdings, LLC 2530 Wilshire Blvd., 2nd Floor Santa Monica CA 90403	VISIO-2													

COVERAGES

CERTIFICATE NUMBER: 668033664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

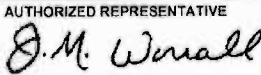
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		O7W A400315 00	8/15/2014	8/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			O7W A400315 00	8/15/2014	8/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			O7W A400315 00	8/15/2014	8/15/2015	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		Y/N N/A	W2W A398655 00	8/15/2014	8/15/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Contents-Special form Replacement cost Professional/Cyber			O7W A400315 00 UCS2688168	8/15/2014 8/1/2014	8/15/2015 8/1/2015	\$100,000 \$500 \$1,000,000 limit Limit Deductible \$5,000 ded

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

City of Oklahoma City is shown as an additional insured(s) solely with respect to general liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured(s).

CERTIFICATE HOLDER

CANCELLATION 30 days

City of Oklahoma City 200 N. Walker Ave., 2nd Floor Attn: City Clerk Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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