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2012-0702

AGREEMENT FOR THE DESIGN AND IMPLEMENTATION OF SMARTPHONE APPLICATIONS FOR CITY'S 3-1-1 HELPLINE

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

1. PARTIES

1.1. Addresses of the Parties

THIS AGREEMENT FOR IMPLEMENTATION SERVICES FOR THE DESIGN, DEVELOPMENT AND MAINTENANCE OF SMARTPHONE APPLICATIONS FOR CITY'S 3-1-1 HELPLINE ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and SEECLICKFIX, INC. ("Contractor" or "SeeClickFix"), a corporation authorized to do business in Texas. Individually as "Party", together as "Parties"

The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City

City of Houston
City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251

Contractor

SeeClickFix, Inc.
746 Chapel Street, Suite 207
New Haven, CT 06510

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C. Equal Employment Opportunity Ordinance

D. Drug Policy Compliance Agreement
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F. Contractor's Certification of No Safety Impact Positions in Performance of a City Contract
G. Pay or Play

1.3. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

1.4. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

1.5. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not corporation):

By: _____

Name: Greta Hotopp

Title: Director of Finance and Operations

CONTRACTOR:
SEECLICKFIX, INC.

By: _____ 6/6/12

Name: BEN BERKOWITZ

Title: CEO

Federal Tax ID No.: 27-5387935

ATTEST/SEAL:

_____
City Secretary

CITY:
CITY OF HOUSTON, TEXAS

_____
Mayor

APPROVED:

_____
Director, Administration and Regulatory Affairs Department

COUNTERSIGNED:

_____
City Controller
Date Countersigned: 8-17-12

APPROVED AS TO FORM:

_____
Assistant City Attorney
L.D. File No.: 0371200124001

2. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

2.1 "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

2.2 "City" is defined in the preamble of this Agreement and includes its successors and assigns.

2.3 "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

2.4 "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

2.5 "Deliverables" are defined in Exhibit B of this Agreement.

2.6 "Director" means the Director of the Department of Administration and Regulatory Affairs, or the person he or she designates.

2.7 "Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

2.8 "Include" and "including", and words or similar import, shall be deemed to be followed by the words "without limitation".

2.9 "Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

2.10 **"Parties"** mean all the entities set out in the Preamble who are bound by this Agreement.

2.11 **"RFP Response"** means the Contractor's proposal submitted to the City in response to City's RFP S17-T24178 Smartphone Applications for the 311 Helpline.

3. DUTIES OF CONTRACTOR

3.1. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit A.

3.2. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

3.3. Schedule of Performance

Time of Performance

3.3.1. The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance ("Start Date").

3.3.2. Contractor shall begin its performance no later than the Start Date. Contractor shall complete its performance in accordance with the timelines set out in Exhibit B unless the Director extends the time for completion in writing. Contractor acknowledges that time is of the essence.

3.4. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

3.5. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.6. INDEMNIFICATION

3.6.1. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION

WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.6.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.6.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3.6.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.7. INDEMNIFICATION FOR DELIVERABLES AND DOCUMENTATION – PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INFRINGEMENT

3.7.1. CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.7.2. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

3.7.3. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.8. SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.9. INDEMNIFICATION PROCEDURES

3.9.1. Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

3.9.1.1 a description of the indemnification event in reasonable detail,

3.9.1.2 the basis on which indemnification may be due, and

3.9.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.9.2 Defense of Claims

3.9.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.9.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it, (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.10. Insurance

3.10.1. Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this

Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

1. Commercial General Liability insurance including Contractual Liability insurance:

   $500,000 per occurrence; $1,000,000 aggregate

2. Worker's Compensation including Broad Form All States endorsement:

   Statutory amount

3. Professional Liability

   $1,000,000 per occurrence; $1,000,000 aggregate

4. Automobile Liability insurance

   $1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

3.10.2. All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

3.11. Warranties

1. **Performance.** Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

2. **Compliance with Terms of iTunes and Android Markets.** Contractor represents and warrants that it shall comply, for the Initial Term of this Agreement and any Renewal Terms thereafter, with the applicable terms of use for the iTunes and Android Markets

for all software submitted to those marketplaces. Contractor represents and warrants that all Deliverables and services provided hereunder comply with all applicable foreign, federal, state and local laws, rules and regulations.

3. **Smartphone Apps Compliance**. Contractor represents and warrants to City that, during the Initial Term and any renewal term thereafter, i) the Deliverables shall substantially conform to their applicable specifications as detailed in the RFP Response; and ii) the Smartphone Apps shall not fail to operate in material compliance with their corresponding specifications detailed in the RFP Response. If, at any time during the term of this Agreement, City notifies Contractor of a breach of the foregoing warranty, Contractor shall use commercially reasonable efforts to correct the defect.

3.12. Confidentiality and Privacy – Protection of City's Interests

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data and documents provided by the City to Contractor or to which City grants Contractor access (collectively, the "Information") in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section. For clarity, data created by Houston 3-1-1 users in all channels ("User Generated Content") shall not be considered Information for the purposes of this Agreement.

For absence of doubt, SeeClickFix's performance of the services hereunder does rely upon and require the treatment of User Generated Content as public data, and the City hereby grants approval of such usage in accordance with SeeClickFix Terms of Use, available at SeeClickFix.com, and under the SeeClickFix Open Data policy (http://seeclickfix.com/open_data).

Notwithstanding any language to the contrary in the SeeClickFix Terms of Use and the SeeClickFix Open Data policy, the registration data of Houston 3-1-1 users, including but not limited to e-mail addresses, phone numbers or any other personal information of users, shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties by Contractor or Contractor's agents, or commercially exploited by or on behalf of Contractor or Contractor's agents other than for storage or processing purposes.

3.13. City Data

Copies of all data or information generated or created by Houston 3-1-1 users using the Smartphone Apps, City's Facebook page or City's Twitter feeds that is received or processed by Contractor, is in Contractor's possession or that Contractor may have access to (collectively, "City Data") is, or shall be, and shall remain, the property of the City. Upon request by City at any time during the Initial Term and upon expiration or termination of this Agreement, Contractor shall (a) promptly provide to City, in the format and on the media reasonably requested by City, all or any part of the City Data in Contractor's possession.

3.14. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

3.15. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit C.

3.16. Drug Abuse Detection and Deterrence

3.16.1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

3.16.2. Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

3.16.3. Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

3.16.4. Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

1. a copy of its drug-free workplace policy,

2. the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit D, together with a written designation of all safety impact positions and,

3. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit F.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit E. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3.17. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor

has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director Exhibit G, POP-2 Form prior to the execution of this Agreement.

4. DUTIES OF THE CITY

4.1. Payment Terms

The City shall pay undisputed invoices for the fees set out in Exhibit B for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below. Contractor agrees that the annual price for the services and any Deliverables provided under this Agreement shall not exceed $18,000.00 annually during the Initial Term and any Renewal Terms thereafter.

4.2. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

4.3. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director at milestones described in Exhibit B. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.4. Method of Payment – Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.5. Limit of Appropriations

4.5.1. The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.5.2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $26,750.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

4.5.3. The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

$ _____

4.5.4. The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

4.6. Changes

4.6.1. At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

4.6.2. The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of Director]

4.6.3. The Director may issue more than one Change Order, subject to the following limitations:

4.6.3.1. Council expressly authorizes the Director to approve a Change Orders up to $50,000. A Change Order of more than $50,000 must be approved by the City Council.

4.6.3.2. If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

4.6.3.3. The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

4.6.4. Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

4.6.5. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

4.6.6. Change Orders are subject to the Allocated Funds provisions of this Agreement.

4.7. Access to Data

4.7.1. The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

4.7.2. The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

4.8. Acceptance

Acceptance testing and acceptance for all services and Deliverables provided by Contractor under this Agreement shall be in accordance with Exhibit A, Section 1(g). The Director shall notify Contractor in writing as to the City's acceptance or rejection of the services and Deliverables and give the date of acceptance or rejection.

5. TERM AND TERMINATION

5.1. Term

This Agreement is effective on the Countersignature Date and remains in effect for three years unless sooner terminated under this Agreement (the "Initial Term").

5.2. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

5.3. Termination for Convenience by the City

5.3.1. The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.3.2. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section 4.1 unless the fees exceed the allocated funds remaining under this Agreement.

5.3.3. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.4. Termination for Cause by the City

5.4.1. If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to

terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

5.4.1.1 Contractor fails to perform any of its duties under this Agreement;
5.4.1.2 Contractor becomes insolvent;
5.4.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
5.4.1.4 a receiver or trustee is appointed for Contractor.

5.4.2. If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

5.4.3. To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

5.5. Termination for Cause by the Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

6. MISCELLANEOUS

6.1. Independent Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

6.2. Force Majeure

6.2.1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

6.2.2. This relief is not applicable unless the affected party does the following:

6.2.2.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

6.2.2.2. provides the other party with prompt written notice of the cause and its anticipated effect.

6.2.3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

6.2.4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

6.2.5. If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6.2.6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

6.3. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.4. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.5. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.6. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

6.7. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.8. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.9. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

6.10. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least

two years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.11. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.12. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

6.13. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

6.14. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

6.15. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

6.16. Parties in Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

6.17. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

6.18. Business Structure and Assignments

6.18.1. Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent, which shall not be unreasonably withheld. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in '9.406 of the Texas Business &

Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

6.18.2. Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

6.19. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

6.20. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

6.21. No Deemed Acceptance

UNDER NO CIRCUMSTANCES SHALL THE CITY BE DEEMED TO HAVE ACCEPTED OR AGREED TO ANY DELIVERABLE, CHANGE ORDER, TIME EXTENSION, OR OTHER MATERIAL ACCEPTANCE OR APPROVAL DOCUMENT BECAUSE OF THE DIRECTOR'S FAILURE TO RESPOND WITHIN ANY TIME LIMIT UNLESS CONTRACTOR HAS FIRST NOTIFIED THE DIRECTOR OF SUCH FAILURE TO RESPOND IN WRITING AND THE CITY HAS FAILED TO RESPOND WITHIN 10 DAYS OF THE DIRECTOR'S RECEIPT OF SUCH NOTICE FROM CONTRACTOR.

EXHIBIT A

Scope of Services

1. Smartphone Applications.

a. Contractor shall design and develop, and place custom-branded iPhone and Android applications (together, the "Smartphone Apps") in the iTunes store and Android marketplace. Contractor will also provide maintenance of the Smartphone Apps for the Initial Term and any renewal term thereafter. Per the RFP, SeeClickFix does not currently offer custom Blackberry applications. SeeClickFix is committed to providing Smartphone apps for widely adopted consumer applications and may provide custom Blackberry apps in the future if the Blackberry market share should stop the current decline and regain a significant portion of the smartphone market.

b. The City, with Contractor's assistance, will select the name for the Smartphone Apps as well as keywords in a manner such as will enable citizens to easily find the Smartphone Apps by searching for 'Houston311,' or the preferred name users would search for in the marketplaces (to be determined by the City of Houston).

c. Contractor shall ensure that the Smartphone Apps have the City's chosen branding on the launch button, the launch screen, and the home screen of the Smartphone Apps.

d. Contractor shall ensure that the Smartphone Apps will allow for reporting with GPS location and photo and video uploads from the camera or gallery by service request type pulled from the Lagan CRM.

e. Contractor shall ensure that citizens will be able to download the Smartphone Apps at no cost to the citizens.

f. Contractor to ensure that the Smartphone Apps designed and developed for the City will access the Lagan CRM through Lagan Open311 API.

g. Contractor shall provide support for the connection of all SeeClickFix mobile applications built for the City into the City's Lagan Open311 API whenever updates are made to SeeClickFix's mobile applications and/or if the City upgrades its Lagan Open311 solution.

h. Upon City's delivery of the logo images, preferred name and description for the Smartphone Apps, SeeClickFix will build and provide the City with initial versions of the Smartphone Apps for review within four (4) weeks. City will have seven (7) days to review the initial versions of the Smartphone Apps to determine whether the applications perform according to City's specifications and to notify Contractor of any corrections that need to be made. Contractor shall have ten (10) days to correct any deficiencies and re-submit to the City. If the application again fails to meet City's requirements, City will have the option to 1) repeat

the testing and evaluation procedure; or 2) terminate the Agreement. Once the City is satisfied with the Smartphone Apps, City will notify SeeClickFix and SeeClickFix will place the Smartphone Apps in the iTunes and Android marketplaces for approval. SeeClickFix estimates the approval process by iTunes and Android marketplaces will take 2 to 3 weeks.

2. Connect service

a. The City may configure unlimited request types and sub-questions per request type.

b. SeeClickFix will connect and continue to support an automatic connection between the SeeClickFix system and the Lagan Open311 API that the City uses to handle service requests, currently Lagan CRM.

c. Issues reported to the SeeClickFix system through any channel will be automatically reported to the City and entered in the Lagan CRM, including the user's email address and user name in the information passed over with a service request into the City's CRM solution.

d. Any status changes inside of the City of Houston's CRM will be propagated back out through Lagan Open311 API and displayed via the SeeClickFix system. This includes sending alerts to all citizens and others that are following the particular service request.

e. Service request categories, as configured by the City of Houston's CRM, are displayed on all reporting channels.

f. Additional fields by service request type (for example, secondary questions) are displayed as configured in the City's system.

g. SeeClickFix agrees that the timeframe from kick-off to user acceptance will take approximately four (4) to eight (8) weeks from the date the Agreement is executed. SeeClickFix understands that the City's CRM provides an API.

3. Map Widget, Facebook and Twitter.

The Contractor shall also provide the following:

a. Embed Contractor's interactive map widget into the City's web site, thereby allowing citizens to view existing and recently closed requests as well as submit a new request through the widget.

b. Integrate Contractor's solution into the City's Facebook page as a tab such as "Request A Service" to provide an additional means of communicating with the City.

c. Integrate with the City's Twitter feeds (or create a new feed) that will pull data and automatically tweet content such as fixed issues.

4. SeeClickFix Dashboard.

Contractor shall provide the City the SeeClickFix Dashboard that will:

a. Support multiple, overlapping geo-layers (which can be created based on shape files provided by the City) that will allow different audiences to:
   i. Receive automated notifications when a request is submitted or updated.
   ii. Receive an automated report reflecting the requests in the area.
   iii. View all the requests associated to a specific geo-layer or Watch Area.

b. Give the Director control as to which City staff or elected officials can access City's SeeClickFix Dashboard for running ad hoc reports and filtering requests by geo-layer and/or service request type.

5. Media and Community Outreach
   a. The Contractor shall partner with the City to drive all Houston residents to use the City of Houston branded engagement channels by:
      i. supporting the City's press outreach and marketing surrounding the launch of City's Smartphone Apps and Map Widget on the City web site and Facebook app whenever they are implemented by the City.
      ii. reaching out to any users in the Houston area that have used SeeClickFix in the past to drive them to the City-branded engagement channels and request their assistance in creating awareness by sharing the information with their friends and neighbors.
      iii. Providing City with an option to replace the ads on SeeClickFix.com so that any user from the Houston area that visits SeeClickFix.com will see marketing driving them to the City-branded services.

6. Contractor shall work with the City to ensure that channels are viewed as City solutions and not Contractor solutions. City and Contractor shall work together to take steps to ensure this, which may include but shall not be limited to the following:

   a. remove the "Powered by SeeClickFix" logo on the Map Widget embedded on the City's web site.

   b. remove the links associated to specific requests within the City's map widget that would take the user to SeeClickFix.com.

c. ensure that only specific service request types driven by the City's CRM are visible via the Map Widget on the City's web site.

EXHIBIT B

Payment Schedule for Services

BID ITEM	DESCRIPTION	ANNUAL FEE
Year 1	Services provided by Contractor including but not limited to licensing fees, professional services and integration	$18,000.00
Year 2	Services provided by Contractor including but not limited to licensing fees, professional services and integration	$18,000.00
Year 3	Services provided by Contractor including but not limited to licensing fees, professional services and integration	$18,000.00
Option Year 4	Services provided by Contractor including but not limited to licensing fees, professional services and integration	$18,000.00
Option Year 5	Services provided by Contractor including but not limited to licensing fees, professional services and integration	$18,000.00

1. In addition to the Annual Fee of $18,000.00, City shall pay Contractor $8750.00 for implementation costs which shall include costs for design and prototyping, testing, training, go-live and post-implementation support.

2. Both parties agree that the Annual Fee for services and Deliverables shall remain valid for the Initial Term and any Renewal Terms.

Milestones and Payment Schedule for Deliverables:

The table below describes the Deliverables to be provided by the Contractor and the timeline for receiving those Deliverables.

Milestones	Deliverables	Acceptance Criteria/Trigger	Scheduled Completion date	Milestone Value
1.	50% of License Fee	Project plan by contractor sign-off by Director	15 Days From Issuance of NTP	$5,000
2.	Integrate SeeClickFix Map Widget into the City web site	Integration design document by contractor sign-off by Director	Per PO # 4500163425	$2,000
3.	Customization for City branding	• Design and build the system • Complete technical testing • Test plan by contractor • User acceptance sign-off	Per PO # 4500163425	$8,500
4.	Provide dashboard	• Design dashboard • Provide dashboard documentation • User sign-off on dashboard	Per PO # 4500163425	$2,000
5.	Integrate CoH 311 with Facebook	User acceptance sign-off by Director	Per PO # 4500163425	$1,000
6.	Integrate CoH 311 with Twitter	User acceptance sign-off by Director	Per PO # 4500163425	$500
7.	Go-Live	Director's Final acceptance for the working system.	45 Days From Issuance of NTP	$7,750
	Total			**$26,750**

EXHIBIT C

Equal Opportunity Ordinance

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D

Drug Policy Compliance Agreement

I, Greta Hotopp, Director of Finance and Operations as an ~~owner or~~ officer of
(Name) (Print/Type) (Title)

SeeClickFix, Inc. (~~Engineer~~ Contractor)
(Name of Company)

have authority to bind ~~Engineer~~ Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the ~~Engineer~~ Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Engineer that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for ~~Engineers~~ Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the ~~Engineer~~ Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

6 June 2012
Date

Greta Hotopp for SeeClickFix
~~Engineer Name~~ Contractor

Signature

Director of Finance and Operations
Title

EXHIBIT E

Drug Policy Declaration

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Engineer)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

_____ Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ Initials — From _____ to _____ the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

n/a

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____
(Date)

_____
(Typed or Printed Name)

_____
(Signature)

_____
(Title)

w/a

EXHIBIT F

Certification of No Impact Positions

Greta Hotopp, Director of Finance and Operations,
(Name) (Title)

as an ~~owner or~~ officer of See Click Fix Inc (Contractor ~~Engineer~~)
(Name of Company)

have authority to bind the Contractor ~~Engineer~~ with respect to its bid, and hereby certify that Contractor ~~Engineer~~ has no employee safety impact positions, as defined in '5.18 of Executive Order No. 1-31, that will be involved

in performing Design and Implementation of Smartphone Applications for City's 311 Helpline.
(Project)

Contractor ~~Engineer~~ agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

6 June 2012
(Date)

Greta Hotopp
(Typed or Printed Name)

(Signature)

Director of Finance and Operations
(Title)

EXHIBIT G

POP-2 Form

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Available at http://www.houstontx.gov/aacc/payorplay/pop2.pdf

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2012

PRODUCER
Wellstone Insurance
800 Cottage Grove Rd
Bloomfield CT 06002
860-286-7772

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

INSURED
SeeClickFix, LLC
746 Chapel Street
2nd Floor
New Haven, CT 06510

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Casualty Co of Reading, PA	20427
INSURER B:	Scottsdale Insurance	41297
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	4012297012	09/12/2011	09/12/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	4012297012	09/12/2011	09/12/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B		OTHER Professional Liab (E&O)	EKO3024545	09/13/2011	09/13/2012	$2,000,000	

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

City of Houston is named as additional insured on Auto and General Liability policies and Waiver of Subrogation applies on Auto and General Liability policies per written contract.
Project: RFP S17-T24178 Smartphone Applications for the 311 Helpline.
Project Manager: Murdock Smith III.

CERTIFICATE HOLDER

The City of Houston
Dept. - Strategic Purchasing Division
P.O. Box 1562
Houston, TX 77251,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <KD>

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.

      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

         (a) Seasonal unoccupancy; or

         (b) Buildings in the course of construction, renovation or addition.

      Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

      (2) After damage by a covered cause of loss, permanent repairs to the building:

         (a) Have not started, and

         (b) Have not been contracted for,

      within 30 days of initial payment of loss.

      (3) The building has:

         (a) An outstanding order to vacate;

         (b) An outstanding demolition order; or

         (c) Been declared unsafe by governmental authority.

      (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

      (5) Failure to:

         (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

         (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

   c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If, during your policy period, we adopt any revision that would broaden the coverage under this policy without additional premium the broadened coverage will immediately apply to this policy. The broadened coverage will also apply to the renewal of this policy if such renewal was in process or was mailed prior to the date we adopted such revision.

H. Other Insurance

1. If you have other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over:
   a. Any other insurance that insures for direct physical loss or damage; or
   b. Any other primary insurance available to you covering liability for damages arising out of the premises for which you have been added as an additional insured by attachment of an endorsement.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if the Declaration shows subject to audit. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

   If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

   a. Prior to a loss to your Covered Property.

   b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

   (1) Someone insured by this insurance;

   (2) A business firm:

   (a) Owned or controlled by you; or

   (b) That owns or controls you; or

   (3) Your tenant.

   You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

   This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

   If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

CNA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. **State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. **Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the

ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added **to Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k. Damage To Property,** is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

C. The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property **damage" to any one premises,** while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. **Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

6. **Bodily Injury**

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

7. **Expanded Personal and Advertising Injury Definition**

The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

a. The insured; or

b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

B. The following is added to Exclusions, **Section B.:**

(15)Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16)Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision **(Expanded Personal and Advertising Injury)** does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **Expanded Personal and Advertising Injury Coverage** does not apply to policies issued in the states of New York or Ohio.

D. This provision **(Expanded Personal and Advertising Injury)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4012297012	SEECLICKFIX, LLC 746 CHAPEL STREET,2ND FLOOR NEW HAVEN, CT 06510

FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

FORM NUMBER		FORM TITLE
SB146921C	04/2011	Connecticut Changes
SB147075A	01/2006	Economic and Trade Sanctions Condition
SB147082D	04/2010	Businessowners Common Policy Conditions
SB147086B	04/2010	Loss Payable Provisions
SB147088A06	01/2006	Exclusion - Asbestos

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146801G	04/2010	Businessowners Special Property Coverage Form
SB146802C	01/2008	Business Income and Extra Expense
SB146803A	01/2006	Seasonal Increase
SB146804A	01/2006	Arson and Theft Reward
SB146805A	01/2006	Claim Data Expense
SB146806B	01/2008	Debris Removal
SB146807C	04/2010	Employee Dishonesty
SB146808A	01/2006	Expediting Expenses
SB146809C	07/2009	Fine Arts
SB146810A	01/2006	Fire Department Service Charge
SB146811A	01/2006	Fire Protective Equipment Discharge
SB146812C	04/2010	Forgery and Alteration
SB146813B	01/2008	Newly Acquired or Constructed Property
SB146814B	03/2006	Ordinance or Law
SB146815A	01/2006	Outdoor Trees, Shrubs, Plants and Lawns
SB146816A	01/2006	Pollutant Clean Up and Removal
SB146817A	01/2006	Preservation of Property
SB146818A	01/2006	Temporary Relocation of Property
SB146819A	01/2006	Water Damage, Other Liquids, Solder, Molten Damage
SB146820B	07/2009	Accounts Receivable
SB146821A	01/2006	Appurtenant Buildings and Structures
SB146822A	01/2006	Building Glass
SB146823B	01/2008	Business Income Extra Expense - Dependent Property
SB146824B	01/2008	Business Income Extra Expense-Newly Acquired Locs
SB146825B	01/2008	Business Personal Property Off Premises
SB146826B	01/2008	Civil Authority
SB146827E	07/2009	Electronic Data Processing
SB146828C	07/2009	Equipment Breakdown
SB146830B	01/2008	Money Orders and Counterfeit Paper Currency
SB146831A	01/2006	Nonowned Detached Trailers
SB146832B	01/2008	Ordinance or Law-Increased Period of Restoration
SB146833A	01/2006	Outdoor Property
SB146834A	01/2006	Personal Effects
SB146835A	01/2006	Signs
SB146836A	01/2006	Spoilage Consequential Loss
SB146837A	01/2006	Theft Damage to Rented Property
SB146838B	07/2009	Valuable Papers and Records
SB146839E	04/2010	Sewer or Drain Back Up
SB146872B	01/2008	Windstorm or Hail Exclusion
SB146936A	01/2006	Inflation Guard
SB146997B	07/2009	Fungus, Wet Rot, Dry Rot and Bacteria Exclusion

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4012297012	SEECLICKFIX, LLC 746 CHAPEL STREET,2ND FLOOR NEW HAVEN, CT 06510

FORMS AND ENDORSEMENTS SCHEDULE

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB300129B	01/2008	Targeted Hacker Attack
SB300139B	01/2008	Protective Safeguards
SB300146C	01/2008	Cap on Losses from Certified Acts of Terrorism
SB300456A	07/2007	Concurrent Causation, Earth Movmnt, Water Excl Chg
SB300596A	01/2008	Identity Theft/Recovery Services Endorsement

COMMERCIAL GENERAL LIABILITY

FORM NUMBER		FORM TITLE
SB146902D	04/2010	Hired Auto and Nonowned Auto Liability
SB146932D	07/2009	Blanket Additional Insured - Liability Extension
SB147079A	01/2006	War Liability Exclusion
SB147080A	01/2006	Exclusion - Silica
SB147081A	01/2006	Exclusion - Respirable Dust
SB147083B	07/2009	Fungi/Mold/Mildew/Yeast/Microbe Exclusion
SB147089A	01/2006	Employment - Related Practices Exclusion
SB300000C	04/2010	Businessowners Liability Coverage Form
SB300081C	01/2008	Exclusion of Coverage for Special Events
SB300084A	01/2006	Exln - Trampoline and Gymnastic Rebounding Devices
SB300441A	01/2007	Fiduciary Liability Coverage Form
SB300449A	01/2007	Single Limit of Insurance Endorsement
SB300450A	01/2007	Employment Practices Liability Coverage Form
SB300849A	07/2009	Recd and Distribution of Material or information

***** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY *****

FORM NUMBER		FORM TITLE
SB146959G	02/2010	Policyholders Jurisdictional Inspection
SB300144C	01/2008	Offer of Terrorism Coverage Notice
SB300999A	04/2010	Businessowners GL Cov Form Policyholder Notice
SB301000A	04/2010	Hired and Non-Owned Auto Liab Policyholder Notice

Countersignature

Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	$
Non-owned Auto Liability	$

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

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Coverage A – Bodily Injury and Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "non-owned auto." Maintenance or use of a "non-owned auto" includes test driving in connection with an "auto business."

B. LIMITS OF INSURANCE

SECTION D. Liability And Medical Expenses Limits of Insurance is deleted in its entirety and replaced with the following:

D. Limits Of Insurance

1. Regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. "Autos,"

   the Hired Auto and Non-Owned Auto Liability Each Occurrence Limit shown in the Declarations is the most we will pay for damages under **SECTION A.** Coverages because of all "bodily injury" or "property damage" arising out of the maintenance or use of a:

   1. "Hired auto" by you or your "employees" in the course of your business; or
   2. "Non-owned auto" owned by any person other than you, and used in the course of your business, and arising out of any one "occurrence."

The limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

C. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under Coverage **A** – Bodily Injury and Property Damage Liability, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
   a. "Bodily injury" to:
      (1) Any fellow "employee" of the insured arising out of and in the course of:
         (a) Employment by the insured; or
         (b) Performing duties related to the conduct of the insured's business.
   b. "Property Damage" to:
      (1) Property owned or being transported by, or rented or loaned to the insured;

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Or

(2) Property in the care, custody or control of the insured.

D. WHO IS AN INSURED

Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Your "employee" while operating an "auto" hired or rented under a contract or agreement, with your permission, in that "employee's" name, while performing duties related to the conduct of your business.
3. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "non-owned auto" except:
   a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
   b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
   c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
   d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
   e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
   f. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
   g. Anyone other than your "employees," partners, a lessee or borrower or any of their "employees," while moving property to or from a "hired auto" or a "non-owned auto"; or
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

E. AMENDED DEFINITIONS

The Definition of "insured contract" in Section **F** – Definitions is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

(4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or

(5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

F. ADDITIONAL DEFINITIONS

Section **F.** Definitions is amended by the addition of the following definitions:

a. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

b. "Hired auto" means any "auto" you or your "employee" lease, hire, rent or borrow in the course of your business. This does not include:

   i. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or

   ii. Any "auto" you lease, hire, rent or borrow from any of your "employees," partners, stockholders, or members of their households.

c. "Non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence." This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence."

   If you are a sole proprietor, "non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence."

G. With respect to the operation of a "hired auto" and "non-owned auto," **Paragraph H,** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

H. Other Insurance

1. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos," the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee."

2. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

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SeeClickFix

to:
Murdock Smith III
City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

26 July 2012

Letter regarding SeeClickFix owned-auto-related insurance

Dear Murdock Smith III,

SeeClickFix does not currently own any automobiles. If SeeClickFix purchases any automobile(s) heretofore, we will insure them in accordance with Houston's requirements.

Sincerely,

By: Greta Hotopp, Director of Finance and Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name Of Person Or Organization: The City of Houston Dept – Strategic Purchasing Division PO Box 1562 Houston, TX 77251
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations; or
2. Any person or organization with which you have a contract that requires such a waiver.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/2012

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

Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York, NY 10038-3551

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): (866) 443-9489
FAX (A/C, No): (800) 889-0021
E-MAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Commerce & Industry Ins Co	19410
INSURER B: Illinois National Ins Co	23817
INSURER C: Ins Co State of Penn	19429
INSURER D: Nat'l Union Fire Ins Co	19445
INSURER E: New Hampshire Ins Co	23841
INSURER F:	

INSURED
TriNet HR Corporation and all its affiliates and subsidiaries*
SeeClickFix, Inc (Endorsed as alternate employer)
9000 Town Center Parkway
Bradenton, FL 34202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS-COMP/OP AGG	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	060516166 (CT)	07/01/2012	07/01/2013	X WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000
							See attached Waiver of Subrogation in favor of certificate holder	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 941J / 9S5S

Sr. Procurement Specialist: Murdock Smith III
Project# RFP S17-T24178, Smartphone Applications for the 311 Helpline

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER

City of Houston, its officers, agents or employees
Dept - Strategic Purchasing Division
PO Box 1562
Houston, TX 77251

CANCELLATION

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

Aon Client Services by Pearl Augusta

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Houston, its officers, agents or employees:
Dept - Strategic Purchasing Division
PO Box 1562
Houston TX 77251

TriNet Client Number: 941J / 9S5
Client Name: SeeClickFix, Inc

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective**07/01/2012**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
060516168 CT

Endorsement No.
Premium **$**

Insurance Company: **See Accompanying Certificate**

Counter Signed By _____

WC 00 03 13
(Ed. 4-84)

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