



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend the Term of Delivery Schedule for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems

MEETING DATE: February 5, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the term of delivery schedule for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems.

BACKGROUND INFORMATION: On October 2, 2013 the City Council adopted a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., (ESRI) for Phase II Data Integration and Model Building of a Geographical Information System. The delivery schedule set forth in Task Order No. 2 is December 31, 2013 and has since expired. This date was set prior to completion of all legal review and receipt of insurance documents which took longer than expected.

As a result, ESRI was unable to commence their project execution as originally planned and additional time is required to complete this work. Therefore, staff recommends extending the delivery schedule to May 30, 2014. All other terms and conditions of the agreement will remain the same.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.


Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer

EAK/HS/lst

APPROVED: 
Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

THIS CONTRACT AMENDMENT made and effective this 5th day of February, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and ENVIRONMENTAL SYSTEMS RESEARACH INSTITUTE, INC., hereinafter called "Contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into a contract for Task Order No.2 for Phase II Data Integration and Model Building of Geographical Information Systems on October 2, 2013. Contractor and City now desire to extend the term of delivery of the contract.
2. **DELIVERY SCHEDULE:** The delivery schedule of the Amended Contract shall be for the period commencing on February 5, 2014 and terminating May 30, 2014. All other terms and conditions will remain as set forth in the Contract for Task Order No. 2 for Phase II Integration and Model Building of Geographical Information Systems, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the value called for in item 3 of Task Order No.2 of Agreement No. 2011C1482.

CITY OF LODI, a municipal corporation

CONTRACTOR

KONRADT BARTLAM
City Manager

Environmental Systems Research Institute

Attest:

By: _____

Title: _____

RANDI JOHL-OLSON
City Clerk

Approved As To Form:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney



RESOLUTION NO. 2013-168

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 2 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., OF REDLANDS, FOR DATA INTEGRATION AND MODEL BUILDING OF A GEOGRAPHICAL INFORMATION SYSTEM

WHEREAS, on November 21, 2012, the City Council authorized the City Manager to execute a Master Services Agreement and Task Order No. 1 with Environmental Systems Research Institute, Inc. (ESRI) to provide geographical information system services for Phase I Data Collection and Migration to the ESRI software platform with the intention of building a foundation to continue to expand the Electric Utility's (EU) specific GIS needs; and

WHEREAS, the GIS project for the EU is a continuing multi-phase project with Phase I Data Collection and Migration to ESRI platform complete; and

WHEREAS, Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in the agreement; and

WHEREAS, staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

Dated: October 2, 2013

I hereby certify that Resolution No. 2013-168 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None

Jennifer M. Robison
JENNIFER M. ROBISON
Assistant City Clerk



TASK ORDER NO. 2

Issued Under

Esri Agreement No. 2011C1482

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **City of Lodi (Licensee)**, 221 W. Pine Street, Lodi, CA, 95240 (Licensee Address), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Firm Fixed-Price (FFP).
3. **Total Task Order Value:** \$87,000 as detailed in the following table:

Task 1 – Final Data Assessment	\$20,180
Task 2 – Data Integration Process Development	\$38,720
Task 3 – Develop QA/QC Data Cleanup Plan and Process	\$14,900
Task 4 – Conduct Data Migration Technology Transfer and Training Workshop	\$13,200
Firm Fixed Price Total	\$87,000

4. **Licensee Address for the Receipt of Esri Invoices:** City of Lodi, Electric Utility Department, 1331 S. Ham Lane, Lodi, CA, 95242
5. **Delivery Schedule:** September 1, 2013 through December 31, 2013 or as otherwise mutually agreed between the parties in writing.

The tasks breakdown schedule is as shown below.

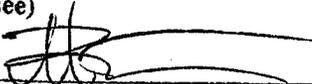
Task	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Fully signed task order and purchase order													
Task 1 -Data Assessment													
Task 2 - Data Integration Process Development													
Task 3 - Develop QA/QC Data Cleanup Plan and Process													
Task 4 -Conduct Data Migration Technology Transfer and Training Workshop													
Project close													

6. **Special Considerations:** None.

7. **Esri Project Manager:** Bala Mullachery, Tel: (909) 793-2853, Ext. 1747, E-mail: bnullachery@esri.com
Esri Contract Administrator: M Carberry, Tel: (909) 793-2853, Ext. 3446, E-mail: mcarberry@esri.com
Licensee Project Manager: Carl Wohl, Tel: 209-333-6800 ext. 2547, cwohl@lodielectric.com
Licensee Contract Administrator: Danielle Rogers, Tel: 209-333-6800 ext. 2418, drogers@lodielectric.com
Licensee Accounts Payable Contact: Accounts Payable, Tel: 209-333-6721, Fax: 209-333-6795

ACCEPTED AND AGREED:

CITY OF LODI, a municipal corporation
(Licensee)

By: 
Authorized Signature

Printed Name: KONRADT BARTLAM

Title: CITY MANAGER

Date: 10-30-13

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

By: 
Authorized Signature

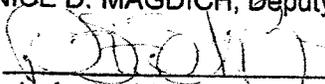
Printed Name: John Perry

Title: Contracts Manager - Esri Professional Services

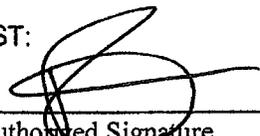
Date: 21 OCT 13

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: 
Authorized Signature

ATTEST:

By: 
Authorized Signature

Date: 10/30/2013

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: 10/30/2013



**Exhibit 1
Task Order No. 2
Issued under
Agreement No. 2011C1482**

Scope of Work

This scope of work covers the second phase of a 3-phase GIS implementation at Lodi Electric Utility. The three phases are:

- Phase 1 : **Preliminary GIS Implementation**
- Phase 2 : **GIS Data Integration and Cleanup**
- Phase 3 : **GIS Integration with other Systems**

Phase 2 of the project is expected to leverage the findings of Phase 1 in which the GIS implementation process was prototyped. The following is an overview of the anticipated activities of Phase 2.

- Finalize the data review which will include additional data sources that were not analyzed in Phase 1 and update the data model.
- Finalize the data integration processing tools and procedures.
- Finalize the QA/QC processing tools and data cleanup procedures.
- Conduct onsite data integration and QA/QC workshop,

Key Assumptions

This Scope of Work described herein is based on the following key assumptions:

- Unless otherwise specified, all work is anticipated to be performed at Esri's offices in Redlands, California.
- All onsite tasks will occur over consecutive business days. The definition of a business days is eight (8) hours.
- Timely review and acceptance of project deliverables by Lodi Electric Utility.
- ArcGIS version 10.1 or newer version will be implemented.
- Lodi Electric Utility shall be responsible for procuring and obtaining of all necessary software licenses, to support Lodi Electric Utility's onsite support activities.

Phase 2 Preliminary GIS Implementation

Task 1 – Final Data Assessment

This task will include finalizing the data assessment that was performed during Phase 1 and reviewing the additional data sources listed below, which will be provided by Lodi Electric Utility. It is understood that these sources will have some data content that can either be mapped and or linked into the ArcGIS MultiSpeak data model that was developed during Phase 1. During this task, Esri will conduct four (4) conference calls, one hour each in duration, via WebEx with Lodi Electric Utility to review the additional source data.

Based on the information discussed on the calls, Esri will update the source mapping matrix document and ArcGIS Electric MultiSpeak data model and provide to Lodi Electric Utility with a draft version of the source mapping matrix document and ArcGIS Electric MultiSpeak data model for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Upon receipt of Lodi Electric Utility comments, Esri will lead a two (2) hour webcast via Adobe Connect (web conference) to review the comments. Upon completion of the webcast review, Esri will revise the source mapping matrix document and ArcGIS Electric MultiSpeak data model, as mutually agreed and submit a final version to Lodi Electric Utility. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the source mapping matrix document and ArcGIS Electric MultiSpeak data model within five (5) business day of receipt.

The additional data sources are:

- Landbase Data – Esri file geodatabase format
- Data Line Database – Microsoft mdb format
- Ops Daily Log Database - Microsoft mdb format
- Work Order Log Database - Microsoft mdb format
- Service Tap Database - Microsoft mdb format
- Solar Database - Microsoft mdb format
- Fiber Cad Data – AutoCAD DWG format

Esri Deliverables:

- Prepare and deliver draft version of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.
- Prepare and deliver final version of the final source data mapping matrix document and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.

Lodi Electric Utility Responsibilities:

- Ensure attendance and participation of appropriate staff in the conference call/WebEx session.
- Provide access to Lodi Electric Utility staff to address follow-up questions as required.
- Review draft source data mapping matrix, ArcGIS Electric MultiSpeak data model and provide written feedback within five (5) business days of receipt from Esri.
- Provide acceptance letter of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model within five (5) business days of receipt from Esri.

Task 2 – Data Integration Process Development

Following the completion and acceptance of Task 1, Esri will continue its approach to migrate the Lodi Electric Utility AutoDesk CAD data and external data sources listed in Task 1 (above) into the ArcGIS platform.

Using the final version of the source data mapping matrix, and ArcGIS Electric MultiSpeak data model, finalized in Task 1, Esri will develop a final data migration tool design and workflows to account for the new data sources being added during Phase 2. Esri will provide Lodi Electric Utility with a draft version of the Phase 2 data migration tool design workflows and QA/QC Plan document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the data migration tool design workflows and QA/QC plan document, as mutually agreed and submit a final version. Lodi Electric

Utility is responsible for reviewing and providing Esri with written acceptance of the final data migration tool design workflows and QA/QC plan document within five (5) business day of receipt.

During this task Esri will configure data migration ModelBuilder tools using ArcGIS core geo-processing tools and ArcGIS Interoperability extension, develop/configure data cleanup tool(s) to execute in auto mode, and configure GIS Data Reviewer tools for data validation. These tools will be delivered to Lodi Electric Utility as part of Task 4 – Conduct Data Migration Technology Transfer and Training Workshop. The data migration tools will perform batch data migration and loading of AutoCAD DWG files/Transformer DB/Material DB/and additional source data items specified in the Task 1 – Final Data Assessment, attribute information in to ArcGIS MultiSpeak Electric data model. Once the data is migrated and executed with the connectivity cleanup tools, Esri will run custom configured GIS Data Reviewer QA/QC tools to identify anomalies related to the geodatabase integrity, geometry, connectivity, relationships, and attribute validation on the entire geodatabase. The errors identified will be summarized in to a QA/QC Report and delivered to Lodi Electric Utility for the potential manual cleanup and also will be recommended possible auto/mass correction using existing tools available within ArcGIS.

Lodi Electric Utility will package source data files and will either send them to Esri in a DVD or upload them into the Esri secured FTP site (as mutually agreed with Esri) five (5) business days before the data migration. The source data file package will include DWG files, Transformer DB, Material DB and additional source data specified in the Task 1 – Final Data Assessment. During the data migration, Esri will be communicating with Lodi Electric Utility through emails to clarify and resolve source data queries or issues found. Lodi Electric Utility will be responsible for reviewing and resolving these source data queries or issues within five (5) business days of receipt, unless Lodi Electric Utility and Esri agree to a longer period of time for issues that may require more time. The two days review and response requirement is intended to reduce delays caused by unresolved issues, which could ultimately affect the project schedule.

As part of this task, Esri will configure an ArcMap MXD file that symbolizes Lodi Electric Utility's electric facilities using symbology that cartographically resembles to the Lodi Electric Utility existing symbology. Esri will be leveraging the existing symbol libraries available in ArcGIS and will be performing minor adjustment to the symbology to create a comparable look and feel similar to the existing Lodi Electric Utility feature symbology.

Esri Deliverables:

- Draft and final data migration tool design workflows and QA/QC plan document.
- Migrated Geodatabase in ArcGIS Electric MultiSpeak data model.
- Configured ArcMap MXD file.
- QA/QC Reports.

Lodi Electric Utility Responsibilities:

- Review the draft data migration tool design workflows and QA/QC Plan and provide written consolidated comments to Esri within five (5) business days of receipt.
- Provide Esri with written acceptance of the final data migration tool design workflows and QA/QC plan within five (5) business days of receipt.
- Provide Source Data files (DWG, Transformer DB and Material DB and additional source data specified in the Task 1 – Final Data Assessment) to Esri five (5) business days before the migration process to Esri.
- Provide Esri with a response within five (5) business days to the clarifications, queries and issues raised by Esri during this task.

Assumptions:

- Esri will migrate and populate the source data attributes based on the Source Data Mapping Matrix, ArcGIS Electric MultiSpeak data model and approved by the Lodi Electric Utility during the Task1 – Final data assessment
- There is no manual data processing or connectivity cleanup to be performed by Esri included in this scope of work.

Task 3 – Develop QA/QC Data Cleanup Plan and Process

Esri will configure automated processes to perform data cleanup as mutually agreed. Some data conditions existing in the Autodesk environment will not be candidates for automated clean-up. They will need to be researched further by Lodi Electric Utility and manually cleaned up one-by-one using ArcMap. Such exceptions will be the responsibility of Lodi Electric Utility to clean-up. In support of the remaining clean-up effort, Esri will prepare a QA/QC report and define the manual ArcMap data editing (clean-up) process in a document containing the procedures to perform data clean-up that will address the following:

- Identify and report error types and locations
- Define ArcGIS Desktop procedures and editing tools that Lodi staff will follow correct data errors.
- Configure GIS Data Reviewer QA/QC processing tools that will validate and report on data quality as the system is maintained.

Esri will provide Lodi Electric Utility with a draft version of the QA/QC report and manual data editing (clean-up) process document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the QA/QC report and manual data editing (clean-up) process document, as mutually agreed and submit a final version. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the QA/QC report and manual data editing (clean-up) process document within five (5) business day of receipt.

Esri Deliverables:

- Prepare and deliver draft version of the QA/QC report and manual data editing (clean-up) process document.
- Prepare and deliver final version of the QA/QC report and manual data editing (clean-up) process document.

Lodi Electric Utility Responsibilities:

- Review draft QA/QC report and manual data editing (clean-up) process document and provide written feedback within five (5) business days of receipt from Esri.
- Provide Esri with written acceptance of final QA/QC report and manual data editing (clean-up) process document within five (5) days of receipt from Esri.

Assumptions:

- Esri will be responsible for the development of the QA/QC report and manual data editing (clean-up) process document, but not the data cleanup itself. This will be the responsibility of Lodi Electric Utility.

Task 4 –Conduct Data Migration Technology Transfer and Training Workshop

During Task 4, an Esri senior technical lead will travel to Lodi Electric Utility offices in Lodi, California for two (2) business days to conduct a final data migration technology transfer and training workshop. The tools used for data migration and data loading, connectivity cleanup, and QA/QC tools created under Task 2 - Data Integration Process Development and Task 3 - Develop QA/QC Data Cleanup Plan and Process will be installed on up to five computers at Lodi Electric Utility offices. The workshop agenda will be circulated to Lodi Electric Utility five (5) days before the workshop start date. The following training will be conducted for up to five (5) Lodi Electric Utility staff during this technology workshop:

- Data migration model builder tools
- GIS data reviewer QA/QC configuration
- QA/QC report and manual data editing (clean-up) process

Esri Deliverables:

- Technology transfer workshop agenda.
- Two (2) days onsite Data Migration Technology Transfer and Training Workshop to train a maximum of five (5) Lodi Electric Utility technical staff on the following 3 major items:
 - Data Migration Model builder tools
 - GIS Data Reviewer QA/QC configuration
 - QA/QC Report and Manual data editing (cleanup) process

Lodi Electric Utility Responsibilities:

- Identify the technical staff to attend the technology transfer workshop, circulate the workshop agenda and ensure attendance and participation.
- Provide meeting facilities and necessary equipment to host workshop activities.

Assumptions:

- The technology workshop topics are limited to the Esri services performed in tasks 1 through 3 above. The workshop is not intended to cover other ArcGIS Desktop applications or geodatabase training.
- Esri will train Lodi Electric Utility technology staff on configuring new symbology in ArcGIS. The creation of the new symbology to match the Lodi Electric Utility existing symbology in AutoCAD is the responsibility of Lodi Electric Utility.

msa #6121(2)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2013

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 Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800 License #0437153 Irvine, CA 92614 J17700-ESRI-GAWUE-13-14		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373		INSURER(S) AFFORDING COVERAGE	
APPROVED Risk Management JAN 02 2014		INSURER A: Travelers Property Casualty Co. Of America <i>At, XV</i>	NAIC # 25674
		INSURER B: Travelers Property Casualty Co. Of America <i>At, XV</i>	NAIC # 25674
		INSURER C: St. Paul Fire & Marine Ins Co <i>At, XV</i>	NAIC # 24767
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-001509579-06 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY - <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR - <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> OWNERS & CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6600130P85A	12/15/2013	12/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3167P651	12/15/2013	12/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP12N9692A13NF	12/15/2013	12/15/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HJUB8A843287	12/15/2013	12/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Claims Made Retro Date 7/16/1987		ZPL14T59282	12/15/2013	12/15/2014	Limit 1,000,000 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ESRI Agreement No. 2011C1482
 City of Lodi, its elected and appointed Boards, Com.issions, Officers, Agents Employees and Volunteers are named as Additional Insured per written contract with the named insured. Primary wording applies as required by written contract.
 Subject to policy terms, conditions, limitations and exclusions. 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Lodi 221 W. Pine Street Lodi, CA 95240	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 of Marsh Risk & Insurance Services John Graef <i>J. Graef</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;
subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions- H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
 6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

COMMERCIAL GENERAL LIABILITY

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

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Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

RESOLUTION NO. 2014-17

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXTEND THE TERM OF THE DELIVERY
SCHEDULE FOR TASK ORDER NO. 2 WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC. OF REDLANDS,
CALIFORNIA, FOR PHASE II DATA INTEGRATION AND MODEL
BUILDING OF GEOGRAPHICAL INFORMATION SYSTEMS

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WHEREAS, on October 2, 2013, the City Council adopted a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc. (ESRI) for Phase II Data Integration and Model Building of a Geographical Information Systems (GIS); and

WHEREAS, the delivery schedule set forth in Task Order No. 2 is December 31, 2013, and has since expired; and

WHEREAS, this date was set prior to completion of all legal review and receipt of insurance documents, which took longer than expected, and as a result ESRI was unable to commence its project execution as originally planned and additional time is required to complete this work; and

WHEREAS, staff recommends extending the contract to May 30, 2014; and

WHEREAS, all other terms and conditions of the agreement will remain the same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to extend the term of the delivery schedule to May 30, 2014, for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems.

Dated: February 5, 2014

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I hereby certify that Resolution No. 2014-17 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Nakanishi, and
Mayor Katakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk