

**FIRST AMENDMENT TO AGREEMENT 19-194
BETWEEN THE CITY OF CUPERTINO AND ACUITY
BRANDS, INC., FOR BUILDING ENERGY
MANAGEMENT PLATFORM**

This First Amendment to Agreement 19-194 between the City of Cupertino and ACUITY BRANDS, INC., is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and ACUITY BRANDS, INC., a ("Contractor") whose address is 55 Harrison St., #200, Oakland, CA. 94607, and is made with reference to the following:

RECITALS:

A. On December 17, 2019, Agreement 19-194 ("Agreement") was entered into by and between City and Contractor for Building Energy Management Platform.

B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

TERM

1. Paragraph 1 is modified to read as follows:

The term of this Agreement shall commence on December 10, 2019. The term of this Agreement is 4 years, unless the Agreement is terminated prior thereto under the provisions of Section 16, below.

COMPENSATION

2. Paragraph 1 is modified to read as follows:

Software Provider shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \$182,200.00. The payments specified in this section shall be the only payments to be made to Software Provider for services rendered pursuant to this Agreement. Software Provider shall invoice City according to the following schedule of milestones/ deliverables:

Upon execution of this Agreement	Year 1 (Initial Period) <i>December 10, 2019 through December 9, 2020</i>	\$45,500
Year 2 (Renewal 1)	<i>December 10, 2020 through December 9, 2021</i>	\$45,500
Year 3 (renewal 2)	<i>December 10, 2021 through December 9, 2022</i>	\$45,500
Year 4 (renewal 3)	<i>December 10, 2022 through December 9, 2023</i>	\$45,500
	total	\$182,200

City shall pay Contractor within thirty (30) days after receipt of Service Provider's invoice. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

1. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

ACUITY BRANDS, INC.

By *Bill Mitchell*
Title CTO
Date Nov 30, 2022

By *Karlee Kennedy*
Title VP Sales
Date Nov 29, 2022

APPROVED AS TO FORM

Christopher D. Jensen
City Attorney

ATTEST:

Kristen Squarcia
City Clerk

Date Nov 30, 2022

EXPENDITURE DISTRIBUTION

Item	Amount
Original Contract	\$136,500
First Amendment	\$45,500
Total	\$182,200

Contract No. _____

Exhibit B: Insurance Requirements and Proof of Insurance

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

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

Additional Insureds:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's Commercial General Liability and Cyber Liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage:

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Software Provider's insurance and shall not contribute to it.

Notice of Cancellation:

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Workers' Compensation:

As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Software Provider, its employees, agents, and subconsultants.

General Liability:

For bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.

a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

b. Additional Insured coverage under Software Provider's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).

Contract No. _____

c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Agreement. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.

Automobile Liability

ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

Cyber Liability:

Insurance, with limits not less than:

\$2,000,000 each occurrence

\$2,000,000 aggregate - all other

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Software Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Software Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Software Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. ABSENCE OF INSURANCE COVERAGE.

City may direct Software Provider to immediately cease all activities with respect to this Agreement if it determines that Software Provider fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. At the City's discretion, under conditions of lapse, City may purchase appropriate insurance and charge all costs related to such policy to Software Provider.

3. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

A Certificate of Insurance, on an Accord form, and completed coverage verification shall be provided to City by each of Software Provider's insurance companies as evidence of the stipulated coverages prior to the Commencement Date of this Agreement, and annually thereafter for the term of this Agreement. All of the insurance companies providing insurance for Software Provider shall be licensed to do insurance business in the State of California and shall have, and provide evidence of, a Best Rating Service rate of A:VII or above.

Contract No. _____

4. SUBCONTRACTORS

Software Provider shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

5. HIGHER INSURANCE LIMITS

If Software Provider maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Software Provider.

6. ADEQUACY OF COVERAGE

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2022

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 have ADDITIONAL INSURED provisions or 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).

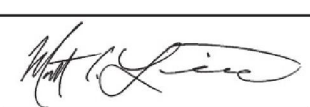
PRODUCER McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER B :Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Beazley Insurance Company, Inc.	37540	INSURER B :Indian Harbor Insurance Company	36940	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Acuity Brands, Inc. One Lithonia Way Conyers, GA 30012															

COVERAGES **CERTIFICATE NUMBER:**45YUC5XP **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Cyber (E&O)			W1F9A2220601 MTE9032590 07	11/01/2022	11/01/2023	Aggregate Limit of Liability \$ \$5,000,000 excess of \$ \$ \$ \$

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

CERTIFICATE HOLDER City of Cupertino Attn: Marilyn Monreal 10300 Torre Ave Cupertino, CA 95014-3202	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2022

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Acuity Brands, Inc. Attn: Angela Matherly One Lithonia Way Conyers, GA 30012	INSURER A: National Union Fire Insurance Company of P NAIC # 19445	
	INSURER B: AIU Insurance Company 19399	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W26656052

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 1728978	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 12,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AL 4993211	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$ 25,000			14572379	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 035901874	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000


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

This Voids and Replaces Previously Issued Certificate Dated 11/10/2022 WITH ID: W26654399.

City of Cupertino is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, as permitted by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino Attn: Marilyn Pavlav 10300 Torre Avenue Cupertino, CA 95014-3202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

Named Insured: Acuity Brands, Inc. and its subsidiaries

Brands Names:

Aculux	Lithonia Lighting	nLight
A-Light	Luminaire LED	Sensorswitch
American Electric Lighting	Luminis	Pathway Connectivity Solutions
Cyclone	Mark Architectural Lighting	eldoLED
Eureka	Peerless Lighting	IOTA
Gothom Lighting	Sunoptics	Power Sentry
Healthcare Lighting	Verjure	Reloc Wiring
Holophane	Winona	WhiteOptics
Hydrel	Acuity Controls	QUICKTRONIC
Indy	Dark to Light	Atrius
Juno	Fresco	Distech Controls

Acuity Brands, Inc. -- 9/1/2022 – 9/1/2023 Insurance Program Certificates of Insurance Attachment

Insured : Acuity Brands, Inc., including all Subsidiaries

Subsidiaries: Acuity Brands Lighting, Inc.

A to Z Manufacturing LLC
AB BMS C.V.
AB Netherlands Holdings B.V.
ABL IP Holding LLC
Acuity Aviation LLC
Acuity Brands BMS B.V. (Netherlands)
Acuity Brands Insurance (Bermuda) Ltd.
Acuity Brands Lighting Canada, Inc.
Acuity Brands Lighting (Hong Kong) Limited
Acuity Brands Lighting de Mexico, S de RL de CV
Acuity Brands Mexico Holdings II LLC
Acuity Brands Netherlands B.V.
Acuity Brands Services, Inc.
Acuity Brands Technology Services, Inc.
Acuity Mexico Holdings, LLC
Acuity Trading (Shanghai) Co. Ltd.
Amerillum, LLC
Arizona (Tianjin) Electronics Trade Co. Ltd.
Arizona Trading Company Ltd.

Castlight de Mexico SA de CV
Distech Controls Facility Solutions, Inc.
Distech Controls Energy Services, Inc.
Distech Controls Energy Services (Canada) Inc.
Distech Controls USA, Inc.
Distech Controls, Inc.
Distech Controls SAS, Sweden PE
eldoLAB Holding B.V.
EldoLED B.V.
EXY Poland sp. Z o.o. (Poland)
Holophane Europe Ltd.
Holophane Lighting Ltd.
Holophane SA de CV
HSA Acquisition, LLC (Ohio)
ID Limited
Luminaire LED LLC
Luxfab Limited (UK)
Rockpile Ventures, Inc.
The Luminaires Group Inc. (Canada)
The Luminaires Group USA, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured

is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 09/01/2022 forms a part of Policy No. WC 35901874

Issued to ACUITY BRANDS, INC.

By AIU INSURANCE CO

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 any one not named in the Schedule.

Schedule

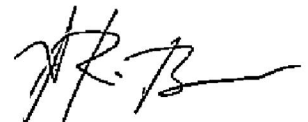
**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Countersigned by _____



Authorized Representative











First Amendment to Building Energy Management Platform Agreement

Final Audit Report

2022-11-30

Created:	2022-11-29
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANOK_YWWgMOiHenu9SbbWPeGX7b8mYFeZ

"First Amendment to Building Energy Management Platform Agreement" History

-  Document created by City of Cupertino (webmaster@cupertino.org)
2022-11-29 - 1:04:29 AM GMT- IP address: 35.229.54.2
-  Document emailed to Marilyn Pavlov (marilyn@cupertino.org) for approval
2022-11-29 - 1:08:36 AM GMT
-  Document approved by Marilyn Pavlov (marilyn@cupertino.org)
Approval Date: 2022-11-29 - 1:08:58 AM GMT - Time Source: server- IP address: 69.181.110.140
-  Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
2022-11-29 - 1:09:00 AM GMT
-  Document approved by Araceli Alejandre (aracelia@cupertino.org)
Approval Date: 2022-11-29 - 1:23:44 AM GMT - Time Source: server- IP address: 64.165.34.3
-  Document emailed to karlee.kennedy@acuitybrands.com for signature
2022-11-29 - 1:23:46 AM GMT
-  Email viewed by karlee.kennedy@acuitybrands.com
2022-11-29 - 1:24:39 AM GMT- IP address: 73.238.201.227
-  Signer karlee.kennedy@acuitybrands.com entered name at signing as Karlee Kennedy
2022-11-29 - 10:10:12 PM GMT- IP address: 73.238.201.227
-  Document e-signed by Karlee Kennedy (karlee.kennedy@acuitybrands.com)
Signature Date: 2022-11-29 - 10:10:14 PM GMT - Time Source: server- IP address: 73.238.201.227
-  Document emailed to christopherj@cupertino.org for signature
2022-11-29 - 10:10:16 PM GMT



 Email viewed by christopherj@cupertino.org

2022-11-29 - 10:10:55 PM GMT- IP address: 104.47.73.126

 Signer christopherj@cupertino.org entered name at signing as Christopher D. Jensen

2022-11-29 - 10:11:11 PM GMT- IP address: 64.165.34.3

 Document e-signed by Christopher D. Jensen (christopherj@cupertino.org)

Signature Date: 2022-11-29 - 10:11:13 PM GMT - Time Source: server- IP address: 64.165.34.3

 Document emailed to Bill Mitchell (billm@cupertino.org) for signature

2022-11-29 - 10:11:14 PM GMT

 Document e-signed by Bill Mitchell (billm@cupertino.org)

E-signature obtained using URL retrieved through the Adobe Acrobat Sign API

Signature Date: 2022-11-30 - 8:20:00 PM GMT - Time Source: server- IP address: 45.48.21.164

 Document emailed to Kirsten Squarcia (kirstens@cupertino.org) for signature

2022-11-30 - 8:20:02 PM GMT

 Email viewed by Kirsten Squarcia (kirstens@cupertino.org)

2022-11-30 - 8:38:56 PM GMT- IP address: 104.47.73.126

 Document e-signed by Kirsten Squarcia (kirstens@cupertino.org)

Signature Date: 2022-11-30 - 8:39:03 PM GMT - Time Source: server- IP address: 69.110.137.176

 Agreement completed.

2022-11-30 - 8:39:03 PM GMT

