

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEST YOST & ASSOCIATES, INC.**

PREAMBLE

This Agreement is entered into as of the City’s execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and West Yost & Associates, Inc., a California corporation, (Contractor or Consultant). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2028.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. City recognizes that Contractor's performance must be governed by sound professional practices in a manner consistent with the Standard of Care.
- B. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- C. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. OBLIGATIONS

Contractor expressly agrees that all services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based in a manner consistent with the Standard of Care. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the reasonable cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon

Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement, excluding any standard designs, details, specifications and other intellectual property to which Contractor held the copyright prior to performing services under this Agreement, shall be the property of City but Contractor may retain and use copies thereof upon payment of all invoices due and owing to Contractor. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain

sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.
- B. Contractor's obligation to protect, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor agrees and confirms that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Water & Sewer Utilities Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at smehta@santaclaraca.gov and
gwelling@santaclaraca.gov

And to Contractor addressed as follows:

West Yost & Associates, Inc.
Attention: Elizabeth Drayer
2020 Research Park Drive, Suite 100
Davis, CA 95618
and by e-mail at edrayer@westyost.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC") in a manner consistent with the Standard of Care. In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

A. Change Orders. Any changes to this Agreement that relate to (i) the deletion of Services, (ii) adding additional Services, or (iii) changing or modifying Services, not to exceed the maximum compensation of this Agreement, shall be made by a written change order authorized by the Director of Water & Sewer Utilities.

- B. Amendments. Any changes to this Agreement that relate to (i) an increase in the maximum compensation of this Agreement, or (ii) the term of this Agreement, or (iii) any other terms or conditions of the Agreement not covered by the Change Order provisions set forth above, may only be made by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WEST YOST & ASSOCIATES, INC.
a California corporation

Dated: 8/25/2023

By (Signature): 

Name: Greg Chung

Title: Vice President

Principal Place of Business Address: 2020 Research Park Drive, Suite 100
Davis, CA 95618

Email Address: gchung@westyost.com

Telephone: (530) 756-5905

Fax: (530) 756-5991

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

- 1.1.** This Scope of Services outlines the services to be performed by Consultant to deliver an updated Water Supply Master Plan (WSMP). The WSMP will encompass recommended policies, practices, long-term implementation strategies, and capital improvement plans as described in this Exhibit A.
- 1.2.** The WSMP's planning horizon will extend until 2040, aligning closely with the Urban Water Management Plan (UWMP) and the City's General Plan 2010–2035. This planning horizon encompasses the long-term goals for the future and guides daily decision-making. It includes all current and future developments for commercial, industrial, and residential units, as well as any Regional Housing Needs Allocation (RHNA) requirements.
- 1.3.** To deliver the updated WSMP, Consultant shall be responsible for, including but not limited to, the following services:
 - 1.3.1.** Conducting a comprehensive review of the following documents:
 - 1.3.1.1.** Santa Clara 2002 Water Master Plan and its associated reports, maps, and documentation.
 - 1.3.1.2.** South Bay Water Recycling (SBWR) Master Plan.
 - 1.3.1.3.** Valley Water documents.
 - 1.3.1.4.** Bay Area Water Supply & Conservation Agency (BAWSCA) documents.
 - 1.3.1.5.** San Francisco Public Utilities Commission (SFPUC) documents;
 - 1.3.2.** coordinating with relevant stakeholders;
 - 1.3.3.** forecasting future potable and recycled water demands;
 - 1.3.4.** identifying future recycled water uses and demands to supplant the use of potable water;
 - 1.3.5.** identifying indirect and direct recycled water reuse opportunities including Capital Improvement Program (CIP) program to extend recycled water lines;
 - 1.3.6.** identifying urban water runoff that includes dry weather and stormwater runoff capture and treatment opportunities;
 - 1.3.7.** identifying potential potable and recycled water supply sources;

- 1.3.8. identifying impacts from climate change, future droughts, the proposed Bay Delta Plan, and potential regional water supply losses;
- 1.3.9. recommending drought and climate resiliency policy proposals;
- 1.3.10. identifying conservation policies and initiatives that balance demand and supply including policies that will move the City towards eliminating or neutralizing impacts of building development on the City's overall water demand (i.e., water neutrality, green building codes, State requirements, etc.);
- 1.3.11. identifying impacts and solutions related to the City's non-permanent status with SFPUC;
- 1.3.12. evaluating the current state of the potable and recycled water distribution system with respect to current water demands, future water demands, system capacity, system condition, and regulatory requirements;
- 1.3.13. utilizing the existing updated hydraulic model to perform analysis;
- 1.3.14. evaluating probable future storage requirements based on projected development and anticipated regulatory changes;
- 1.3.15. evaluating probable future condition and serviceability of the system due to system aging;
- 1.3.16. developing a CIP long-term implementation strategy;
- 1.3.17. identifying needed capital improvements projects and system rehabilitation measures as necessary to provide a (CIP), and analyzing the City's user fee and system development fee schedules to make recommendations and to calculate updated fee schedules;
- 1.3.18. developing an Asset Management Charter which will help guide the strategic framework to provide for a healthy environment and sustainable infrastructure;
- 1.3.19. developing an Asset Management Program for linear (horizontal) and nonlinear (vertical) assets that will include potable water with options for recycled water, sanitary sewer system and storm pump stations to address the City's ongoing need to continuously improve its operational procedures and practices, as well as address the infrastructure management level of service requirements for short and long-term planning horizons;
- 1.3.20. developing an Asset Hierarchy and assess asset risks applying Business Risk Exposure (BRE) methodology, including developing risk mapping using failure prediction technologies;
- 1.3.21. aligning the City's water supply practices with State of California statutes associated with "Making Conservation a California Way of Life" and related

California Water Action Plan and proposed water conservation efficiency standards and regulations;

- 1.3.22. considering One Water Plan community-based water management approach that recognizes all urban water supplies as resources that includes, groundwater, treated water, wastewater, urban water runoff (dry weather and stormwater runoff), recycled water (treated wastewater);
- 1.3.23. working with the legislative advocacy consultant to provide technical data that supports important initiatives;
- 1.3.24. incorporating recent well study reports;
- 1.3.25. reviewing recently approved green building codes/ordinance; and
- 1.3.26. reviewing the City’s current sustainable practices related to water supply self-sufficiency, water conservation and efficiency standard goals, and best management practices/standards.

2. DOCUMENTS

To the extent not inconsistent with this Agreement, the City’s SOQ# 22-23-62 (including subsequent updates) and Contractor’s proposal response dated February 17, 2023, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ or Contractor’s proposal), the Agreement and this Exhibit shall govern.

3. KEY PERSONNEL

3.1. The following individuals are designated as Key Personnel as of the Effective Date of this Agreement.

Name	Title/Role
Greg Chung, PE	Principal-in-Charge
Elizabeth Drayer, PE	Project Manager
Polly Boissevain, PE	QA/QC Reviewer (Water Master Plan)
Patrick Johnston, PE	QA/QC Reviewer (Modeling Review)
Whitney Jones, PE	Project Engineer (Water Master Plan)
Ken Loy, PG, CEG, CHG	Project Engineer (Groundwater Assessment)
Amy Kwong, PE	Project Engineer (Water Supply Assessment)
Michael Zacharia, PE Jiban Das Anne Girtz, PE Jeff Cooley (<i>Subconsultant</i>)	Asset Management
Tom West, PE Amy Kwong, PE Rhodora Biagtan, PE	One Water

Name	Title/Role
Bartle Wells (subconsultant) Alex Handlers, CIPMA Erik Helgeson	Development Fee

- 3.2. Any replacement of Key Personnel whether requested by the City or Consultant is subject to the City’s final approval.

4. PHASE I – PROJECT MANAGEMENT AND DATA COLLECTION

4.1. Project Management (Task 1)

4.1.1. **Project Administration.** Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

4.1.2. **Coordination Meetings.** Consultant shall conduct online biweekly progress conference meetings to review project progress, issues to be resolved, early study results, etc. Since Master Plan studies tend to develop and evolve throughout the project, Consultant shall ensure that both the City and Consultant remain “on the same page” regarding study’s direction, objectives, and deliverables.

4.1.3. **QA/QC Review.** This task covers efforts associated with the internal quality control and technical review process. Specifically, Consultant shall conduct internal QA/QC discussions and follow-up with technical experts as necessary during the course of the project. Internal checking or peer review of all deliverables shall also be performed.

4.1.4. Task 1 Deliverables

4.1.4.1. Project Administration Plan including project team and tentative schedule

4.1.4.2. Bi-Weekly Coordination Meetings

4.1.4.3. Meeting/Call Agendas and Notes

4.1.4.4. Monthly Invoices and Status Reports

4.2. Data Collection (Task 2)

4.2.1. **Kickoff Meeting and Project Overview.** Consultant shall initiate the project with a kickoff meeting on-site. Consultant shall prepare an agenda for the kickoff meeting, collect data, and discuss the schedule of the project.

4.2.2. **Interviews.** Consultant shall conduct two two-hour online interviews (one for the City’s potable water system and one for the recycled water system) with City personnel familiar with the water distribution systems to collect

information on the operation and maintenance of the systems and known deficiencies, if any. Site visits, assumed to be completed in one day, shall be made to specific facilities, if necessary.

- 4.2.3. Potable and Non-Potable (Recycled) Water Distribution Systems Information and Data.** Consultant shall submit a list of information (e.g., demand projections, existing hydraulic models, etc.) requested from and to be provided by the City. Consultant and City shall discuss requested data which the City is unable to provide. Consultant shall provide data alternative suggestions to address any data deficiencies, if necessary.
- 4.2.4. Specific Documents.** Consultant may be required to conduct a review of specific documents, including but not limited to:
 - 4.2.4.1.** City of Santa Clara 2010-2035 General Plan (<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan>)
 - 4.2.4.2.** City of Santa Clara 2002 Water Master Plan (a copy of which has been provided to Consultant)
 - 4.2.4.3.** 2020 Urban Water Management Plan, June 2021 (<https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/water-utility/urban-water-management-plan>)
 - 4.2.4.4.** South Bay Water Recycling (SBWR) Strategic and Master Planning Volume 1 Report and SBWR Strategic and Master Planning Volume 2 Appendices, December 2014 (<https://www.valleywater.org/accordion/related-reports>)
 - 4.2.4.5.** Various specific development plans proposed by the City (provided by City as required)
- 4.2.5. Task 2 Deliverables**
 - 4.2.5.1.** Kickoff Meeting Agenda and Notes
 - 4.2.5.2.** Water Supply Master Plan Report Outline
 - 4.2.5.3.** Introduction Chapter
 - 4.2.5.4.** Existing Potable Water and Recycled Water System Chapter

5. PHASE II – SYSTEM EVALUATION

5.1. Refine Water Demand Projection (Task 3)

- 5.1.1. Future Demand Forecast.** Consultant shall forecast future water demands for the City service areas based on future land use planning. Consultant will be responsible for coordinating with the City's Planning Department as needed to analyze the anticipated growth documented in the City's General

Plan, the SBWR Master Plan, and other relevant City documents to create associated future demand projections. City will provide the past five years of production and metered consumption data for the potable and non-potable water systems. Consultant will review and update unit water demand factors and maximum day and peak hour demand factors on a system-wide basis. Future demand forecast will be submitted in five-year increments for the entire planning horizon of the Master Plan for each service area by use type (residential, commercial, industrial, commercial, etc.) and water type (potable vs. non-potable). Approximate spatial location of new water demands (both near-term and long-term) will be determined for allocation into the hydraulic model.

Water demand projections must consider increased water usage from all new developments and specific plans that the City is planning on serving as well as changes to existing water usage due to redevelopment or other projected changes into the existing service areas.

5.1.2. Task 3 Deliverables

5.1.2.1. Potable and Recycled Water Demands Chapter

5.2. Update Water System Evaluation Criteria (Task 4)

5.2.1. Consultant shall produce a chapter with criteria to be used in the evaluation of the potable distribution systems inclusive of reservoirs, wells and other appurtenances and the identification of proposed improvements. The criteria will be based on the latest governing regulatory requirements and general engineering practice and City standards. City will provide Fire Department staff contact information.

5.2.2. Task 4 Deliverables

5.2.2.1. System Planning and Evaluation Criteria Chapter

5.3. Perform Water System Capacity and Performance Evaluations (Task 5)

5.3.1. Evaluate Potable Distribution System Capacities. Consultant shall evaluate service areas in Zone 1, 2, and 2A using the existing hydraulic models to determine their capacities to deliver water under peak demand conditions as well as under fire flow conditions. City will provide a calibrated, working potable water system hydraulic model which accurately represents the City's current water system facilities and operations with an appropriate extended period simulation (EPS) scenario for water age evaluation.

Hydraulic performance evaluations will consist of static simulations for peak hour and maximum day plus fire flow demand conditions and EPS for water age. Capacity and performance evaluations will be performed for three timeframes (existing, near-term and long-term). City will provide water quality data and may need to perform additional water quality sampling.

Consultant shall run and evaluate the following model scenarios:

- 5.3.1.1.1. current and future peak hour demands (during maximum day);
- 5.3.1.1.2. current and future average maximum day demand plus fire flow (evaluated at fire flow junctions);
- 5.3.1.1.3. water age (locations in the model having water age greater than ideal with chlorine deficiencies impacting water quality and potential for positive bacteria sample results); and
- 5.3.1.1.4. storage and supply capacities to ensure they meet operational and regulatory requirements with identification of any deficiencies discovered in the existing distribution systems.
- 5.3.1.1.5. Impacts to pressure, hydraulic flow and demands of current and future development and identify deficiencies.

5.3.2. Task 5 Deliverables

- 5.3.2.1. Existing Water System Capacity and Performance Evaluation Chapter
- 5.3.2.2. Future Water System Capacity and Performance Evaluation Chapter
- 5.3.2.3. Water Quality/Water Age Evaluations Appendix

6. PHASE III – SYSTEM PLANNING

6.1. Evaluate Implementation Strategy Alternatives (Task 6)

6.1.1. Development of Short-Term and Long-Term Implementation Strategy Alternatives. Consultant shall layout an overall preferred short-term and long-term implementation strategy for each of the City’s service areas (Zones 1, 2, and 2A) to address future ongoing needs of the potable and non-potable distribution systems. Consultant shall identify and develop strategic planning and operational alternatives. A number of viable alternatives (no fewer than three and no more than five) will be developed for each service area. At a minimum, the alternatives must address the following concerns:

- 6.1.1.1. define how to best finance, operate, maintain, and rehabilitate the City’s assets now and into the future;
- 6.1.1.2. satisfy regulatory, institutional, and financial commitments and restraints;

- 6.1.1.3. consider the future condition, capacities, and serviceability of the potable and non-potable distribution systems;
- 6.1.1.4. optimize available and/or potential water sources to meet the future demand forecasts, based on expected contract availability, cost of each water source, operational flexibility, customer preferences, energy needs, infrastructure needs and their associated costs, and environmental impact; and
- 6.1.1.5. account for future flexibility in the recommendations to allow the City to modify or change course depending on actual future conditions, which may vary from the currently forecasted future conditions.

6.1.2. Screening and Evaluation of Short-Term and Long-Term Implementation Strategy Alternatives. The alternatives developed in Section 5.1.1 will be reviewed and evaluated by the City project team to narrow down the list of possible alternatives. Consultant shall compile the feedback to further define the most preferred options and perform a cost-benefit analysis. As part of this effort, Consultant shall provide recommendations for the following:

6.1.2.1. Groundwater treated water supplies and water transmission main alignments. Based on the results of the evaluation, Consultant shall identify regions north of Highway 101 and other parts of the City where the City should install additional groundwater wells to increase supplemental and emergency potable water supply based on available information regarding water quality in the groundwater basin, hydrogeologic flow conditions, construction costs, availability of land dedications/easements, and cost to obtain required land dedications/easements. Evaluate the need to enhance Valley Water turn out to take more treated water, install water transmission mains to transfer imported water to align with areas of development within the City.

6.1.2.2. Recycled water supplies. Based on the results of the evaluation and review of the City's recycled water distribution system, Consultant shall recommend specific recycled reservoirs and water main alignments to be extended in the City's service areas to increase non-potable water usage and offset potable water usage based on forecasted demand, projected development, and anticipated construction costs.

6.1.3. Workshops. Three meetings/workshops will be held with City staff to (1) brainstorm potential strategic planning and operational alternatives; (2) discuss screening of potential alternatives; and (3) define preferred short-term and long-term alternatives.

6.1.4. Task 6 Deliverables

- 6.1.4.1.** Short-Term and Long-Term Implementation Strategy Alternatives Chapter, including justification for the recommended programs, policies, and projects, which are included as part of the preferred long-term implementation strategy.

6.2. Develop Capital Improvement Plan (Task 7)

6.2.1. Identification of Recommended Water Distribution System Projects.

Consultant shall evaluate and recommend water distribution system projects for Zone 1, 2, and 2A service areas based on the results of the Water System Capacity and Performance Evaluations (Section 4.3) and Short-Term and Long-Term Implementation Strategy Alternatives (Section 5.1) for the Capital Improvement Plan (CIP). Recommended water distribution system projects should accommodate projected development, anticipated regulatory changes, potential changes in water distribution system operations, potential changes in water sources, fire flow requirements, and the City's latest future development planning. Consultant must identify the primary justification (e.g., existing system replacements/rehabilitation, distribution system improvements, distribution system expansion) for each project to be accomplished.

6.2.2. Preparation of Cost Estimates for Water Distribution System Projects.

Consultant shall provide planning level cost estimates for each project consistent with the Association for the Advancement of Cost Engineering (AACE) International Class 5 cost estimates. City shall provide and Consultant shall review recent bid tabs from construction projects in the City as a source of construction cost data in addition to bid information obtained independently by Consultant.

- 6.2.3. Development of Capital Improvement Plan.** Consultant shall develop a 5- and 10-year CIP for Zone 1, 2, and 2A service areas. The CIP shall group the projects by anticipated year for construction and include a summary of the estimated annual costs. The recommended projects will be prioritized in order of importance and suggested dates for construction will be assigned. A short-term plan will be developed to address immediate needs - particularly those fire flow and water service issues. Colored maps will be required to depict the proposed water distribution projects.

6.2.4. Task 7 Deliverables

- 6.2.4.1.** CIP Chapter
- 6.2.4.2.** Cost Estimating Appendix

6.3. Develop Asset Management Plan (Task 8)

- 6.3.1.** Consultant shall develop an Asset Management Plan to document the current state of the linear (horizontal) and non-linear (vertical) assets for the City's Water Utility (potable water) including options for Recycled Water,

Sanitary Sewer and Storm Pump Stations. The Asset Management Plan is a long-range planning document that provides a rational framework for understanding:

- 6.3.1.1.** assets owned by the City;
 - 6.3.1.2.** present and future demands on the infrastructure assets, which are critical for delivering the City's organizational level of service to its customers and community;
 - 6.3.1.3.** short-term and long-term financial commitments (both capital and operational);
 - 6.3.1.4.** policies, strategies, and programs, which are necessary to meet the long-term provision of services;
 - 6.3.1.5.** business risk exposure associated with the potential failure of the assets to meet the expected levels of service;
 - 6.3.1.6.** linkages necessary between strategic business objectives and the service that the assets are delivering;
 - 6.3.1.7.** the organizational continuity that will span organizational changes and the transfer of asset management knowledge between successive generations of utility managers and operations staff; and
 - 6.3.1.8.** Strategic Plan development that includes a vision, mission, goals and objectives.
- 6.3.2.** In addition to water infrastructure asset management, provide options for sanitary sewer, recycled water, and storm pump station infrastructure asset management.
- 6.3.3.** The Asset Management Plan must cover:
- 6.3.3.1.** the current state (condition and performance) of the assets;
 - 6.3.3.2.** the required levels of service;
 - 6.3.3.3.** assets critical to sustained performance;
 - 6.3.3.4.** operations and capital investment strategies to sustain asset performance
 - 6.3.3.5.** physical and functional characteristics of the assets;
 - 6.3.3.6.** determination of acceptable standard or level of service (LOS) based on business objectives and customer needs;

- 6.3.3.7. determination of assets likely failure modes and probable time failure using four basic failure modes: physical mortality, under capacity, level of service, and efficiency; and
 - 6.3.3.8. a 5-year and 10-year CIP.
- 6.3.4. The Asset Management Plan must consolidate all the information that is currently available in regard to the City's infrastructure assets and service delivery programs, including but not limited to:
- 6.3.4.1. the management strategy and the related cost implications for all assets covering the life cycle of the longest-lived assets in the asset portfolio;
 - 6.3.4.2. appropriate maintenance and opportunities for renewal of the assets, with renewal options based on cost effectiveness, extension of asset life, and long-term sustainability; and
 - 6.3.4.3. management of infrastructure assets based on the City's understanding of fiduciary responsibilities, customer expectations, regulatory compliance issues, and the ability of the assets to meet these performance requirements (i.e., the levels of service required from the assets).
- 6.3.5. A properly prepared Asset Management Plan should greatly improve the City to meet its goals and objectives in a way that best serves its customers. The Asset Management Plan will develop a 5- and 10-year CIP that will assist with replacement and renewal of the City. The plan should enable the City predict costs and problems that may arise in service delivery and allow time to solve these problems in the most cost-effective manner for both existing and future customers.
- 6.3.6. City will provide staff resources from management, engineering, operations, finance and IT to participate in asset management workshop. City will provide asset listing from GIS and CMMS with attributes that describe age, size, material, etc. to estimate remaining useful life. City will provide performance data from CMMS ad hoc databases and staff knowledge for horizontal and vertical assets.
- 6.3.7. Consultant will prepare an asset registry with hierarchy for all facilities which will be used to guide a desktop study of horizontal assets based on remaining useful life, pipe material and performance history. Consultant will conduct walkdowns of vertical assets (facilities) to assess asset condition and meeting with City Operations and Maintenance staff to discuss performance of assets and the impact of that performance on asset condition and required improvements. Invasive analytical testing of assets is not included.
- 6.3.8. **Task 8 Deliverables**
- 6.3.8.1. Online survey of asset management principles

- 6.3.8.2. Asset Management Workshop
- 6.3.8.3. Asset Management Chapter describing asset management framework and providing a summary of the water system asset evaluations
- 6.3.8.4. Appendices for each Water System Asset Evaluation (e.g., Tanks, Pump Stations, Wells, Mains, etc.)
- 6.3.8.5. Pipeline Rehabilitation and Replacement Results in tabular and GIS file formats
- 6.3.8.6. Five-year and 10-year plan with cost estimates for planning and implementation

6.4. Prepare Master Plan Report (Task 9)

6.4.1. Master Plan Draft Report. At completion of the evaluation and planning efforts for Zone 1, 2, and 2A service areas, Consultant shall submit two (2) copies of a Master Plan Draft Report to the City for review and comment. The Master Plan Draft Report shall be a compilation of the draft chapters prepared for each of the tasks described above. At a minimum, the report shall include the following:

- 6.4.1.1. an executive summary;
- 6.4.1.2. documentation of methodologies and assumptions;
- 6.4.1.3. water demand projections for each service area by use type (residential, commercial, industrial, commercial, etc.) and water type (potable vs. non-potable);
- 6.4.1.4. potential water supply sources for each service area by and water type (potable vs. non- potable);
- 6.4.1.5. discussion of potable distribution system evaluation results for each service area;
- 6.4.1.6. colored maps identifying:
 - 6.4.1.6.1. potable water distribution system deficiencies and proposed water distribution system projects for each service area;
 - 6.4.1.6.2. regions where the City should install additional groundwater wells in North of the 101 Freeway and other service areas;
 - 6.4.1.6.3. specific potable water transmission main alignments to transfer groundwater or imported water

CIP, Consultant shall perform an economic analysis through the planning horizon, taking into consideration the estimated costs and timing of water distribution system projects identified in the CIP, the City's existing available funds, interest earnings/losses, and time-value of money. The City will provide financial data regarding existing development fee fund balances, interest earnings/losses and current procedures/protocols for fee escalation.

6.6.2. Task 11 Deliverables

6.6.2.1. Draft Development Fee Report for City review and comment

6.6.2.2. Final Development Fee Report for City Council Adoption

6.7. Prepare Asset Management for the Sewer Collection System (Task 12)

6.7.1. Task 8 provides for the development of an Asset Management Plan for the City water system. Under this task, Consultant will create the framework for the Asset Management Plan to include the City's sewer collection system assets.

6.7.2. Consultant will review the City's asset registry of horizontal sewer collection system assets (pipelines, manholes and siphons), currently uploaded in the City's Lucity system, and refine the registry framework to be consistent with the framework to be developed for the City's water system assets in Task 8.

6.7.3. Based on available data and previous reports, Consultant will develop an asset registry for the City's vertical sewer collection system assets (specifically seven (7) pump stations). The City will provide available data for the pump stations.

6.7.4. Consultant will develop criteria for the City's evaluation of risk for the sewer collection system assets, including criteria for Likelihood of Failure (LOF) and Consequence of Failure (COF). The criteria will be specific to the sewer collection system assets but will be developed to parallel the criteria developed for the City's water system assets to ensure that the evaluation of risk for the two systems can be performed using a consistent methodology.

6.7.5. Actual risk evaluation and development of a prioritized plan for rehabilitation and replacement of sewer collection system facilities is not included in this scope of work.

6.7.6. Task 12 Deliverables

6.7.6.1. Appendices containing asset registry for vertical and horizontal assets for the City's sewer collection system using the framework developed for the City's water system assets

6.7.6.2. Risk evaluation criteria (i.e., criteria for LOF and COF) for sewer collection system assets

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay Consultant under this Agreement shall not exceed **Nine Hundred Forty-Nine Thousand Five Hundred Two Dollars (\$949,502)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEES

Consultant shall be paid on a fixed fee basis as set forth in Table B-1 below. Progress payments shall be made to Contractor by City following acceptance of designated task deliverables as described in Exhibit A.

Table B-1: Fee Schedule

Task/Deliverables (See Exhibit A)	Total
Task 1: Project Management	\$112,051
Task 2: Data Collection	\$48,185
Task 3: Refine Water Demand Projection	\$40,589
Task 4: Update Water System Evaluation Criteria	\$12,431
Task 5: Perform Water System Capacity and Performance Evaluations	\$70,419
Task 6: Evaluate Implementation Strategy Alternatives	\$121,018
Task 7: Develop Capital Improvement Plan	\$28,539
Task 8: Develop Asset Management Plan	\$253,777
Task 9: Prepare Master Plan Report	\$69,421
Task 10: Prepare Water Supply Assessments	\$97,926
Task 11: Evaluate Development Fees	\$45,146
Task 12: Asset Management for City Sewer Collection System	\$50,000
Total	\$949,502

Consultant shall not exceed any of the specified amounts for any task without prior written authorization from the City. The City may approve in writing the transfer of amounts between any of the tasks listed above provided the project total is not exceeded.

3. ADDITIONAL SERVICES

In the event that any service is identified during the course of the project that the Parties agree is necessary to complete the Scope of Services but nevertheless is outside the scope of this agreement, City and Contractor shall negotiate a price for such work. Additional services may be negotiated on a lump sum basis in accordance with the rates set forth in Appendix B1. Additional services include but are not limited to updating the Urban Water Management Plan and the hydraulic models.

4. INVOICING

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

APPENDIX B1
BILLING RATE SCHEDULE FOR ADDITIONAL SERVICES

Position	Per Hour Rate
Engineering	
Principal/Vice President	\$348
Engineer/Scientist/Geologist Manager I / II	\$329 / \$344
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$182 / \$211
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
Engineering Technology	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185

Equipment	Billing Rate
2" Purge Pump & Control Box	300/day
Aquacalc / Pygmy or AA Flow Meter	\$28/day
Emergency SCADA System	\$35/day
Field Vehicles (Groundwater)	\$1/mile
Gas Detector	\$80/day
Generator	\$60/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55//day
Hydrant Pressure Recorder, Standard	\$40/day
Low Flow Pump Back Pack	\$135/day
Low Flow Pump Controller	\$200/day
Powers Water Level Meter	\$32/day
Precision Water Level Meter 300ft	\$30/day
Precision Water Level Meter 500ft	\$40/day
Precision Water Level Meter 700ft	\$45/day

Equipment	Billing Rate
QED Sample Pro Bladder Pump	\$65/day
Stainless Steel Wire per foot	\$00.03/day
Storage Tank	\$20/day
Sump Pump	\$24/day
Transducer Components (per installation)	\$23/day
Trimble GPS – Geo 7x	\$220/day
Tube Length Counter	\$22/day
Turbidity Meter	\$30/day
Vehicle (Construction Management)	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Meter	\$50/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

1. Hourly rates include technology and communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
2. Outside Services such as vendor reproductions, prints, shipping, and major Consultant reproduction efforts, as well as engineering supplies, etc. will be billed at actual cost plus 15%.
3. The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
4. Subconsultants will be billed at actual cost plus 10%.
5. Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
6. The rates are effective January 1, 2023 to December 31, 2025. The rates herein are subject to annual compensation increases consistent with market rates.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. As applicable, these policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial General Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include services performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's services for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each Commercial General Liability and Excess Liability insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance

as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such cancellation.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage by the carrier, save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, soft copies of all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com, or by mail to:

EBIX Inc.
City of Santa Clara – Water & Sewer Utilities Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.