

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
EOA, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and EOA, Inc., a California corporation, (Contractor). 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 services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. 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,
- C. 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

Exhibit D – Sample Service Order Form

Exhibit E - Notice of Exercise of Option to Extend Agreement

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

- A. **Initial Term.** 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 February 9, 2021 and terminate on February 9, 2026 (“Initial Term”).
- B. **Option to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for one additional two-year term through February 9, 2028 (“Option Period”). See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

## 3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

- A. Contractor shall provide professional services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual service orders (“Service Orders”) issued in accordance with the Terms and Conditions of this Agreement. Each Service Order shall describe the services and deliverables (collectively “Work”) the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work.
- B. Each Service Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific requirements of each Approved Service Order.
- C. The City will not compensate the Contractor for any Work until the City has executed the Service Order for such Work (“Approved Service Order”).
- D. Each Approved Service Order incorporates the Terms and Conditions of this Agreement, and becomes a part of this Agreement. An Approved Service Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Service Order – even if the Approved Service Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Service Order are invalid and unenforceable.

- E. The City has no obligation to issue any Approved Service Orders under this Agreement.

#### **4. WARRANTY**

Contractor expressly warrants that all materials and 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. 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 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 in the State of California.

#### **6. COMPENSATION AND PAYMENT**

City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." 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 shall be the property of City but Contractor may retain and use copies thereof. 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 reasonably 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, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
  
- B. 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 warrants 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 constructed 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: Dept. of Public Works – Rinta Perkins  
1700 Walsh Avenue  
Santa Clara, CA 95050  
and by e-mail at [rperkins@santaclaraca.gov](mailto:rperkins@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

EOA, Inc.  
Attention: Ray Goebel, Vice President  
1410 Jackson Street  
Oakland, CA 94612  
and by e-mail at [rpgoebel@eoainc.com](mailto:rpgoebel@eoainc.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 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**

This Agreement may only be modified 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: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**EOA, INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Ray Goebel, P.E.

Title: Vice President

Principal Place of  
Business Address: 1410 Jackson St., Oakland, CA 94612

Email Address: rpgoebel@eoainc.com

Telephone: (510) 832-2852 x113

“CONTRACTOR”



## **EXHIBIT A SCOPE OF SERVICES**

### **1. INTRODUCTION**

Consultant shall provide technical and regulatory assistance to the City of Santa Clara (City) in connection with the City's implementation of the Bay Area Municipal Stormwater Regional NPDES Permit (MRP) program requirements issued by the Regional Water Quality Control Board.

### **2. SCOPE OF SERVICES**

Contractor shall provide professional services to the City on an as-needed basis pursuant to individual services orders issued in accordance with the terms and conditions of this Agreement and further described in Section 3 of this Exhibit. Services that Contractor will perform under this Agreement are described generally below.

- 2.1. Assistance with Provision C.3 Implementation.** Consultant shall assist the City with implementing Provision C.3 requirements in the current and reissued MRP. Assistance may include the provision of training to City staff and technical and regulatory services as directed by the City.
- 2.2. Assistance with Provision C.3. Reporting Requirements.** Consultant shall assist the City in reporting information on new and redevelopment projects required by Provision C.3 and preparing the applicable Provision C.3 sections.
- 2.3. Assistance with Provision C.4 Industrial and Commercial Site Inspections.**
  - 2.3.1.** Consultant shall assist the City with conducting business stormwater inspections in a manner that complies with Provision C.4. The City will provide a list of businesses for inspection in order of priority. If inspections need to be scheduled, the City will be responsible for contacting the businesses and scheduling inspections on dates provided by Consultant. If needed, the City will send a letter to the businesses advising them of potential upcoming stormwater inspections, that the inspections will be conducted by a city-approved contractor, and the procedures the inspectors will be taking for controlling the spread of COVID-19.
  - 2.3.2.** During each inspection, Consultant shall observe all outdoor business areas for appropriate Best Management Practices and illicit discharges. If violations are observed, Consultant shall follow the City's enforcement response protocol, making referrals and/or conducting follow-up inspections as needed and as directed by the City.

- 2.4. Assistance with Provision C.10 Trash Management.** Consultant shall provide on-call technical and regulatory services as directed by the City. Services may include, but are not limited to, identification of locations for new full-capture trash devices, delineation of control measures in treatment areas, development of bid packages, or other related activities.
- 2.5. Assistance with Other MRP Provisions.** Consultant shall provide on-call technical and regulatory services related to other MRP provisions as required by the City to meet MRP program requirements. Services may include but are not limited to technical assistance with PCBs, mercury and other pollutants of concern as assigned in the MRP and assistance with ordinance development.

### **3. SERVICE ORDERS**

Each Approved Service Order shall be substantially in the form specified in Exhibit D.

#### **3.1. Preparation**

- 3.1.1.** The City will request Contractor to prepare a written service order proposal. The City will either request the Contractor to include a draft scope of services in its proposal, or provide the Contractor with a draft scope of services upon which the Contractor must base its proposal.
- 3.1.2.** As part of the City's request for the Contractor to prepare a service order proposal, the City may require the Contractor to meet to discuss the scope of the services, the schedule of performance, and any other relevant details.
- 3.1.3.** Contractor will prepare a written service order proposal in accordance with the City's request. Contractor will provide the proposal in both paper and electronic form.

#### **3.2. Numbering**

- 3.2.1.** Approved Service Orders shall be attached to this Agreement as consecutive exhibits beginning with Approved Service Order 1.

#### **3.3. Compensation**

- 3.3.1.** Each Approved Service Order shall set forth the maximum compensation to complete the services. Contractor shall not perform any additional services that will exceed the maximum compensation for the Approved Service Order without further authorization by the City.
- 3.3.2.** Each Approved Service Order shall set forth the basis of compensation (fixed fee, time and materials, etc.). Payment schedules must be identified and tied to successful completion of designated deliverables/milestones.

**EXHIBIT B  
SCHEDULE OF FEES**

**1. SERVICE ORDERS MAXIMUM COMPENSATION**

The maximum total, aggregate compensation the City will pay Contractor for all professional services for all Approved Service Orders issued under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000) during the Initial Term, subject to the annual appropriation of funds. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

**2. SCHEDULE OF RATES**

The following table sets forth the schedule of the Contractor's rates that applies to any services provided in an Approved Service Order:

<b>Staff Classification</b>	<b>Hourly Rates</b>
Principal	\$287
Managing Engineer/Scientist III	\$279
Managing Engineer/Scientist II	\$264
Managing Engineer/Scientist I	\$252
Senior Engineer/Scientist III	\$232
Senior Engineer/Scientist II	\$212
Senior Engineer/Scientist I	\$194
Associate Engineer/Scientist III	\$184
Associate Engineer/Scientist II	\$175
Associate Engineer/Scientist I	\$149
Associate Engineer/Scientist	\$134
Technician	\$117
Clerical	\$82

The City reserves the right to request a fixed price basis of compensation in lieu of time and materials.

The rates set forth above shall remain fixed for five (5) years through February 9, 2026. Thereafter, Contractor will notify City of any changes to the rates for any Option Period at least forty-five (45) days prior to the start of the option term. .

**3. REIMBURSABLE EXPENSES**

Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

<b>Reimbursable Expense Schedule</b>		<b>Mark Up</b>
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	All actual, documented and reasonable travel expenses that have been approved in advance in writing by City; provided, that such expenses conform to City's standard travel reimbursement policy, a copy of which has been provided to Consultant.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	As specified, not to exceed 10%

#### **4. INVOICING**

- 4.1.** Contractor shall render invoices in accordance with the fees, payment schedule, and other terms and conditions specified in the applicable Approved Service Order.
- 4.2.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

## **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. 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 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 using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### 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 damage, 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 work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or 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 work 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 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 or modification 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 modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause 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 modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
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, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara - Dept. of Public Works

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280



Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

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.

## EXHIBIT D SAMPLE SERVICE ORDER FORM

This Service Order is issued by the City of Santa Clara to the contractor listed below. This Service Order shall constitute a binding legal contract between the City and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Service Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

### PART A: GENERAL INFORMATION

<b>Service Order No.:</b>		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
<b>Contract No.</b>		
<b>Contractor Name/Address:</b>		
<b>Master Agreement Name:</b>		
<b>Expiration Date of Agreement:</b>		
<b>Contractor's Project Manager:</b>	<b>Name:</b>	<b>Email:</b>
<b>City's Project Manager</b>	<b>Name:</b>	<b>Email:</b>
<b>Period of Performance for this Service Order:</b>	<b>Start Date:</b>	<b>Expected Completion Date:</b>
<b>Maximum Service Order Compensation:</b>		
<b>Sufficient funds are available in Fund #:</b> (to be completed by City)		
<b>Signatures:</b>		
Contractor Name [Print]:	Date:	
_____	_____	
<i>Signature</i>		
City's Project Manager [Print]:	Date:	
_____	_____	
<i>Signature</i>		
City's Department Director Name [Print]:	Date:	
_____	_____	
<i>Signature</i>		

## PART B: SERVICES TO BE PERFORMED FOR SERVICE ORDER

### 1. REVISED SERVICE ORDER

- No  
 If yes, provide a brief description of the change(s).

### 2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

### 3. COMPENSATION

**a. Basis of Compensation:**  Time & Materials  Fixed Fee

**b. Reimbursable Expenses:**

- No expenses are reimbursable.  
 Expenses are separately reimbursable in the maximum amount of: \_\_\_\_\_

**c. Payment Schedule:**  Monthly  Completion of Deliverable/Milestone  Completion of Work

**d. Payment Terms.** Provide payment terms below or attach as a separate file.

**EXHIBIT E  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	# of #
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:  
(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771