

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DKS ASSOCIATES**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and DKS Associates, a California corporation, doing business as DKS, (Consultant). City and Consultant 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. Consultant represents that it, and its subconsultants, 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 Consultant 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 – Labor Compliance Addendum

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 July 1, 2021 and terminate on July 1, 2023.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

## **4. WARRANTY**

Consultant 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. Consultant 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 Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant 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 Consultant's representations regarding its skills and knowledge. Consultant 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**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), 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 Consultant's expense. Consultant 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 Consultant.
- B. Termination for Default. If Consultant 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 Consultant.
- 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, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant 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. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant 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 CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant 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 Consultant 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, Consultant 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 CONSULTANT**

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 Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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. Consultant 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.

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

## **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant 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 Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

## **15. INSURANCE REQUIREMENTS**

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

## **16. WAIVER**

Consultant 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: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [JYEE@santaclaraca.gov](mailto:JYEE@santaclaraca.gov) , and  
[MANAGER@santaclaraca.gov](mailto:MANAGER@santaclaraca.gov)

And to Consultant addressed as follows:

DKS Associates  
Attention: David Mahama, Project Manager  
1970 Broadway, Suite 740  
Oakland, CA 94612  
and by e-mail at [dcm@dksassociates.com](mailto:dcm@dksassociates.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**

Consultant 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, Consultant’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 Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise City if a conflict arises.

## **20. FAIR EMPLOYMENT**

Consultant 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**

Consultant 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.

**CONTINUED ON PAGE 8**

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"

**DKS ASSOCIATES** California corporation

Dated: 05/20/2021

By (Signature): Terry Klim

Name: Terry Klim

Title: Principal

Principal Place of Business Address: 720 SW Washington, #500, Portland, OR  
97205

Email Address: terry.klim@dksassociates.com

Telephone: (510) 763-2061

Fax: (510) 268-1739

"CONSULTANT"



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

#### **I. BACKGROUND**

On February 26, 2020, the City of Santa Clara ("City") Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

#### **II. BASIC SCOPE OF SERVICES**

##### **A. Review Traffic Control Plans**

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

##### **B. Traffic Impact Analysis QA/QC Peer Review**

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers "add" up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

##### **C. Traffic Related Studies**

1. Work with City staff to complete various analyses for resident requests such as intersection control warrants, crosswalk requests, and

intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

#### D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

### III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

## **EXHIBIT B SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023, unless otherwise agreed in writing by the City. Billings will show the actual staff name, hours charged, and corresponding classification listed below.



<b>Fee Schedule</b> <i>Effective January 1, 2021 through December 31, 2021</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00
<ul style="list-style-type: none"> <li>Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.</li> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>					

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant 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 Consultant'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 Consultant; 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 Consultant 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, Consultant and/or its subconsultants 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 Consultant 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 Consultant or any subconsultant 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 Consultant. 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 Consultant'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 Consultant 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 indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant'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

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant 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 Consultant 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 Consultant 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, Consultant, and each and every subconsultant (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. Consultant 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

Consultant 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, Consultant 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 Public Works Department  
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 Consultant 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.


SIGNATURE  
CERTIFICATE



REFERENCE NUMBER  
E5714D4B-8253-4907-B696-2ECF142C7F33

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> E5714D4B-8253-4907-B696-2ECF142C7F33	<b>Document Name</b> Dks - Agreement Te Support-Draft9
<b>Transaction Type</b> Signature Request	<b>Filename</b> dks_-_agreement_te_support-draft9.pdf
<b>Sent At</b> 05/20/2021 15:47 EDT	<b>Pages</b> 17 pages
<b>Executed At</b> 05/20/2021 16:53 EDT	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 827 KB
<b>Distribution Method</b> email	<b>Original Checksum</b> 042f139d470068790663ce9754f8371880fcf62f3ebaac67240f528600e64d63
<b>Signed Checksum</b> 95270a8ac19dc4cd60ce8014aa3f097f03f49a3988a2d02af666ea9714b8b802	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Terry Klim	<b>Status</b> signed	<b>Viewed At</b> 05/20/2021 16:53 EDT
<b>Email</b> trk@dksassociates.com	<b>Multi-factor Digital Fingerprint Checksum</b> 26cd89f5daaf5fde06c7334ce7916668ced5190ef01b2e59d393befb592138fc	<b>Identity Authenticated At</b> 05/20/2021 16:53 EDT
<b>Components</b> 2	<b>IP Address</b> 99.167.204.157	<b>Signed At</b> 05/20/2021 16:53 EDT
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> E46B4745	

AUDITS

TIMESTAMP	AUDIT
05/20/2021 15:47 EDT	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'dks_-_agreement_te_support-draft9.pdf' on Chrome via Windows from 50.226.71.86.
05/20/2021 15:47 EDT	Terry Klim (trk@dksassociates.com) was emailed a link to sign.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) viewed the document on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) authenticated via email on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) signed the document on Chrome via Windows from 99.167.204.157.