

PROFESSIONAL SERVICES AGREEMENT
FOR
**COMMUNITY DEVELOPMENT DEPARTMENT'S
REGISTRATION OF BELOW MARKET RATE RENTAL UNITS**

This Agreement is made and entered into as of the **3rd Day of June, 2025** by and between the City of Foster City hereinafter called "CITY" and **TOLEMI** hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire **two years following execution of this Agreement**. (b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within

ten (10) calendar days of the date of CITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement. (e) This Agreement term may be extended for two additional terms one year by the City Manager, in his sole discretion, unless terminated by either party with ten (10) days' written notice.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's fees as stated in Attachment B. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum **THIRTY-EIGHT THOUSAND DOLLARS (\$37,000)**. Invoices for amounts in excess of **THIRTY-SEVEN THOUSAND DOLLARS (\$37,000)** shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon annual billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed and billing shall be submitted within sixty (60) days of completion of service. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, data, reports, records, plans, notes, drawings, renderings, and/or other papers, or copies thereof ("Documents"), as finally rendered, whether prepared by CONSULTANT or received by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY. CITY shall have the sole right to use such Documents in its discretion. CONSULTANT shall, at CONSULTANT'S expense, provide such Documents to CITY upon written request. At all times, including after the termination or expiration of this Agreement, CONSULTANT agrees that all Documents are confidential and shall be maintained in a manner to preserve their confidential nature. Release of any Documents to third parties shall only be made upon written consent of CITY. CONSULTANT agrees not to sell or otherwise furnish Documents to any third parties.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement.

CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.

10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Sofia Mangalam
Community Development Director
Email: smangalam@fostercity.org
Tel. 650-283-3239

CONSULTANT: Tolemi
295 Devonshire Street, 4th Floor
Boston, MA 92019
Malcolm Marhsall
Account Representative
Email: mmarshall@tolemi.com
(614) 350-3003

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce

any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
22. Liability of CITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full

responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

Any Force Majeure event with a duration in excess of 30 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Stefan Chatwin, City Manager
(for contracts less than \$50,000)

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Dan Marconi, Vice President of Sales
Tolemi
781-208-8444
dan@tolemi.com

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR

CITY OF FOSTER CITY BELOW MARKET RATE HOUSING SOFTWARE SERVICES FOR REGISTRATION OF BMR UNITS

SERVICES TO BE PROVIDED

This Exhibit A attached to, and made a part of and incorporated by reference to the Agreement dated June 3, 2025 by and between **TOLEMI**, hereinafter referred to as "**CONSULTANT**" and the City of Foster City, hereinafter referred to as "**CITY**" providing for professional services.

Please see Tolemi's Proposal for additional details

1. **Description of the Project:**

Development and implementation of a software system for registration of City of Foster City's 426 current below market rate rental units, and future below market rate rental units through Tolemi's Slate software, as provided in the applicant's proposal and outlined below.

Tolemi will implement its commercial off-the-shelf (COTS) rental registration and licensing software (Slate) to meet the requirements defined in the City's RFP. The Tolemi platform will enable the City to:

- Provide an online portal for BMR landlords to register and manage their properties
- Provide a backend system for staff to manage the process, build reports, and assist those that cannot register online
- Provide the ability to publish data to the public including data that is housed in other City systems
- Collect and validate data from landlords
- Automate and log communications via email and physical direct mail using the users preferred language (English and Spanish)
- Automate decision points based on underlying data
- Integrate the software with other city systems as applicable
- Provide a single point of entry for support including bilingual support
- Enforce compliance through rental identification and proactive outreach to new owners
- Provide staff with the ability to build reporting on an ad hoc basis and for them to access prebuilt reports
- Publish data to the tenants, landlords, and/or the public as a whole
- Provide measures for confidentiality of sensitive tenant-related information

Data to be collected through the registration software includes: property information (address, number of units, date of construction, property owner and property manager contact information, BMR unit information (affordability designation, size of unit, accessibility information), BMR tenant information (name, move in date, household size), income certification information (date of last certification, household income, income limit), rent information (rental rate, utility allowance), information on rent increases, vacancies, notices, evictions; and other information as requested by the City.

About Slate

Slate is an end-to-end workflow tool that will facilitate and automate all rental registration processes for the City, landlords, property managers and the public. The Slate application includes a public-facing portal, a secure database and reporting tools.

Slate will allow landlords to transmit required registration information, submit payment, if applicable, schedule inspections (if required), track progress/status of applications, upload documentation and manage outstanding tasks to remain compliant with the City's rental regulation ordinance. The system is online and accessible via mobile devices, with user-friendly features such as address validation, bulk upload of property portfolios, and automated email alerts for required, upcoming, and overdue tasks.

Landlords can access City staff availability to schedule inspections, if required, communicate directly with City staff by replying to system-generated emails (without needed to log into the system), and manage property portfolio compliance through an intuitive dashboard that centralizes all required, upcoming, and overdue tasks.

Slate is both COTS and fully customizable to the City's business processes through low/no-code configuration that allows it to meet the City's current and future requirements. The implementation of Slate includes in-depth consultation and business process mapping led by Tolemi experts, who will assist in defining the required rules and protocols and harnessing workflow automation features to maximize efficiency & efficacy in the administration of rental oversight. The solution can be configured to the City's specifications to allow for the management of tasks, stage-gate processes, and communications across multiple workflows. City-defined business rules and integrated data from other City systems can govern stage advance, assignment, and flags within the workflow. These features include, but are not limited to:

- Automated task assignment and due dates when specific criteria are met
- Automated alerts via email and in-app notifications when outstanding and overdue tasks are due
- User-driven email prompts and in-app alerts to allow managers to alert End Users of outstanding and upcoming tasks
- Customizable User-defined alerts for upcoming and overdue tasks, including batched task updates daily / weekly
- Conditional and branching logic for workflows, including advancing projects and workflows based on data inputs, task fulfillment, and data integrated from other City systems of record
- Validated field and drop-down data entry to prevent erroneous data input
- Automated document generation (e.g. registrations, rejection letters) when certain criteria are met, with automated or user-defined field inputs
- System-generated emails to Landlords and other external parties
- Tracking of all external and internal communications (including replies to system-generated emails) tied to specific registration / licensing workflows
- Task tracking and sorting based on various filters (e.g. assignee, due date, days overdue, workflow)
- Customizable reports and downloads that track usage, overdue tasks, and overall compliance rates—all segmented based on wide range of factors such as location, property attributes, and owner types
- Performance measurement dashboards to track time to completion for workflows, tasks, and users
- Branching logic, workflow cloning / splitting, and identity-based assignment of tasks
- Multiple tiers of user groups with a wide range of permissions that define which actions specific users can take, including, but not limited to accessing the application; viewing stages, fields, files reports, and data; editing stages, fields, files, reports, and data; managing users and accessing status reports; updating configuration such as required fields, stages, and form templates

All data captured by and created in Slate can be exported into other City systems and databases to ensure Slate workflows are synced with other City processes.

The software, deliverables, and services will include the following features

- Property and rental unit information collection as listed above.
- Quality control to ensure data accuracy
- Data analysis and reporting for policymaking purposes.
- Community notification.
- Education, training, outreach, and engagement: comprehensive educational and engagement efforts to owners and landlords.
- Database system: for annual and event-based reporting, including information collection, quality control, data visualization, reporting, and community notification functionalities.
- Online portal/dashboard: providing 24/7, year-round access for City staff, landlords, and the public.
- Guidance and resources webpage: featuring a registration of BMR units overview, training worksheets, demonstration videos, and other online resources.
- Paper-based registration forms: for use when online registration is not feasible
- Staff training materials: exhibits and/or manuals for software system solutions.
- Ongoing maintenance: including updates and troubleshooting of the software system.
- Data management: ensuring data is packaged and provided to the City if the contract ends, with the City retaining ownership of all collected data.
- User-friendly and customer-oriented Interface: The software services must feature an intuitive interface with a strong focus on customer service.
- Data input and security: besides data annually imported from objective, regularly updated sources (such as County parcel data), landlords and staff will be the primary data input sources, each using unique and secure login credentials. The software systems must include security features to ensure the safety and privacy of information provided to the Registration of BMR units.
- Training and support: ongoing training and support for City staff and users of the software.
- Modular and expandable design: proposed software services should be designed in an expandable, modular format to facilitate future enhancements, functionality, and information collection.
- Development and maintenance quality: the software should be developed, tested, and maintained using high-quality software development methodologies to ensure long-term reliability and technical efficiency.
- Regular maintenance and updates: Tolemi must provide regular maintenance, including troubleshooting and system updates
- Quality assurance and control: regular quality assurance and quality control services must be provided.
- Minimized downtime: the design should minimize any periods when the software might be offline or unavailable.
- Data access and ownership: the City must have complete access and ownership of all data collected within the software system solutions.
- Integration with existing systems: the software system solutions should integrate with the City's existing software systems to the extent possible.
- Browser compatibility: compatible with all major browsers, including Internet Explorer, Firefox, Google Chrome, and Safari. Detailed information on the host server environments and licensing models should be provided if relevant.
- Device accessibility: accessible from various devices, including desktops and mobile devices.
- Remote Access: Support remote access for users, such as staff using VPN to access City software and servers.
- 24/7 Access: ensure round-the-clock access for landlords, the public, and City staff
- User authentication: Implement best practices for user logins and authentication.

- Brand support: support Foster City branding.
- Responsive design: feature a responsive design user interface.
- Document management: include a document repository with sufficient storage, the ability to upload and manage documents, accept document versioning, and override archived documents.
- Backend capabilities: provide backend capabilities to manipulate reports, override automated systems, and delete entries and notes.
- Security settings: Implement security settings to limit deletion, access, and viewing rights.
- Search feature: Include a search feature on data fields
- Tickler reminder feature: provide a reminder feature for administrators for time sensitive issues, such as rental unit registration submissions.
- Role-based access: offer role-based access to application features
- User preferences management: manage user preferences for access and frequently used reports.
- Customizable data entry screens: support additional functionality through customizable data entry screens, such as detailed unit information and possible exemption status.
- Easy workflow for data input: ensure an easy workflow for data input for initial property and rental unit registration, annual affidavits, and qualifying event-based reporting to assist with information quality assurance and control.
- Future modifications: allow for future modifications to respond to program and/or legislative changes, such as creating new data fields and supporting future forms of rental unit registrations.
- Security and Privacy Features: Include additional system security and privacy features.
- Licensing Requirements: Provide a listing of any licensing requirements and fees.
- Full Access for City Staff: Ensure City staff have full access to view, edit, and update the Registration of BMR units online systems and related databases.
- Query and Report Generation: Enable City staff to generate queries and reports.
- Formatted Reports: Establish reports/queries accessible to staff with Registration of BMR units data as needed by the City, formatted for legibility and ease of use.
- Property Inventory Upload
- Upload property inventory from City Geographic Information Systems (GIS) sources and County Assessor data, using the City's official GIS address/unit databases as a starting point
- Enter properties and rental units not yet in the official City GIS address database, flagged for further staff research/processing.
- Property Owner Data Management
- Manage property owner data.
- Support Property Assessor Parcel Number (APN) splits and mergers.
- Support multiple addresses and buildings for parcels.
- Maintain property ownership history.
- Integrate with the City GIS system (ESRI) and the City application and permit tracking system (Accela).

Registration Management

Slate will provide the following features for registration management:

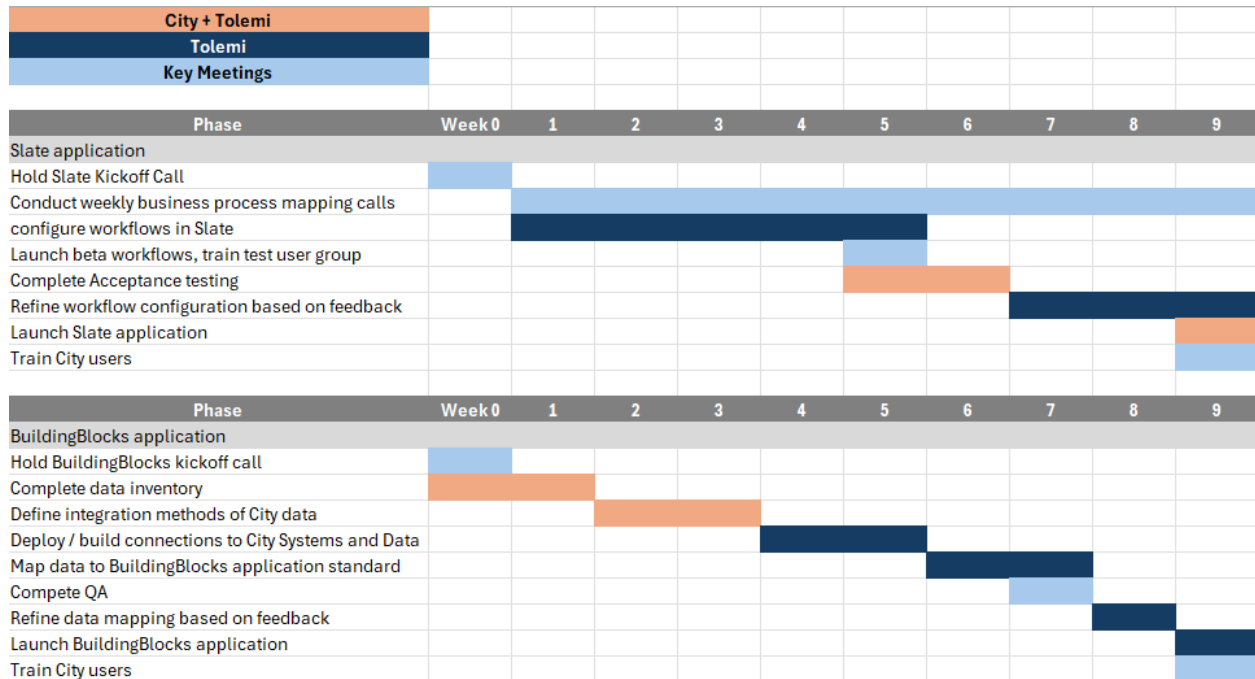
- Add/register property and rental units on behalf of owners.
- Manage property owner information.
- Manage property management/agent contact information
- Manage property and rental unit characteristics information
- Manage rent and tenancy information.
- Manage tenant information with easy removability for reports and Public Records Act requests.
- Process registration affidavits.
- Upload documents.
- Generate copies of registration completion.
- Bulk upload data from CSV files.
- Tag properties for hold, exception, etc.

- Event Tracking: report rent increases, new tenancy, new vacancy or eviction, offer of a one-year lease at renewal, other events, and annual affidavit.
- Issue client notifications and electronic receipts via email.
- Community Notices
- Produce community notices for all stages of Registration of BMR units implementation, including rental unit registration due notices, and community announcements.
- Manage contacts (create, modify, delete, group, search).
- Send notifications via email, SMS, and account messaging
- Manage campaigns (marketing, outreach).
- Integrate with third-party bulk mail systems

Report Generation

- Produce reports to assist with daily quality control efforts and provide data visualization/infographics for policymaking.
- Feature role-based dashboards.
- Offer fixed and user-generated ad hoc reports.
- Export reports to PDF and Excel.
- ADA Compliance: ensure Americans with Disabilities (ADA) compliance.
- Multilingual Support: Provide multilingual capabilities.
- Help buttons: Include help buttons to clarify requested data input items to help with quality control.
- Registration management
- Add/register multiple properties and rental units.
- Manage property owner, property management/agent contact, and property/rental unit characteristics information.
- Manage rent, tenancy, and tenant information
- Process registration affidavits
- Upload documents
- Generate copies of registration completion
- Bulk upload data from CSV files.
- Event-based reporting: report rent increases, new tenancy, new vacancy or eviction, offer of a one-year lease at renewal, other events, and annual affidavit
- Payment Processing
- Issue client notifications and electronic receipts via email
- Integrate or provide data exports to the City's financial and utility billing systems
- GIS Integration
- Export property location and other information to the City's GIS (GIST and ESRI – ArcGIS Enterprise)
- Allow City staff access to other departments' systems to view activities related to the property and rental units, such as inspection reports and building permits
- Mobile Application Development, if applicable

Schedule



Note: the City is only using the Slate Application for this Agreement

The City anticipates beginning the project in June 2025.

The City will be responsible for the following tasks (number of hours | staff) in the Slate workstream:

- Attend the kick-off call (est. one hour | full project team)
- Attend weekly business process mapping calls (est. six hours | Super Users)
- Attend beta training (est. two hours | Super Users)
- Complete user acceptance testing (est. four hours | Super Users)
- Attend training sessions (est. two hours | Super Users and End Users)

Toleми will be responsible for the following tasks in the Slate workstream:

- Host the kick-off call
- Lead weekly business process mapping calls
- Configure workflows in Slate according to City specifications and documentation from business process mapping calls
- Launch beta workflows and host beta training
- Refine workflows based on user acceptance testing feedback
- Host training sessions

Toleми will provide City with a dedicated Customer Support Manager (CSM) who will project-manage the implementation. The CSM will submit bi-weekly status updates via email to the City project team that will use Red (behind schedule / at high risk of delaying project delivery) Yellow (experiencing delays but not yet at high risk of delaying project delivery) Green (progressing according to anticipated schedule) indicators for outstanding tasks, including but not limited to:

- Data integrations
- Responsiveness of critical City points of contact (e.g. Technical Support)
- Workflow configurations
- Public- (e.g. landlords) facing portal configurations

Data centralization, cleansing, and joining is a foundational pillar of every engagement with our partner cities. Government data has traditionally been difficult to work with because the various departmental software systems do not communicate and share data effectively. Recognizing that there was not a software solution on the market that would accomplish our objective of connecting with disparate data sources & systems, cleaning & geo-coding data, and automating the extract-transform-load (ETL) process, we built the Swarm application.

Our team of data engineers build connectors into City-controlled data sets, open data portals, and paid third party data providers. Those connections are scheduled and consume new data on a regular basis, typically nightly. Once the data is consumed, we clean and geo-code the data before storing it in a relational database that can be used by our other application. Swarm processes over 2,000 municipal data sets daily from a range of databases and vendor-supplied software. Based on our experience with common data issues that we encounter, we have incorporated over 200 unique diagnostics reports that run automatically.

During implementation, the Tolemi team will work to understand the City's existing data structure and requirements. They will then use Swarm to consume, clean, and map the existing data into the Tolemi platform for the configuration of Slate and for the quality assurance process. On the night of the system transition, we will remove all the data from our systems and do a complete data extract into our platform to guarantee that all data is properly migrated. The following day City staff can manage all stages of the process inside the Tolemi platform, and the legacy software can be deprecated.

Tolemi will provide unlimited group and one-on-one training for city staff prior to and after launch. Our trainings are typically remote and under an hour. We can cover basic and advanced needs such as how to log in, finding and completing tasks, building reports, and communicating with applicants.

Prior to launch, Tolemi will work with city appointed super users, admins, and technical leads to ensure that they are able to fully manage the application. These trainings are highly customized and are typically one-on-one.

All city staff will be able to connect the designated Customer Success Representative via phone, email, or chat, through the life of the contract, to have their questions answered or request additional training. Our expectation is that we will provide both formal and informal help on an ongoing basis.

For the Slate application, comprehensive testing will occur in multiple phases of implementation. The configuration process will begin in concert with the weekly business process mapping calls, after each of which the Tolemi Data Engineer will make progress on configuration of the required workflows. This incremental approach allows the Super Users and Tolemi to include weekly review of the progress as part of the business process mapping calls. Tolemi will then incorporate feedback and refine the workflows throughout the implementations process.

After the beta versions of the workflows have been completed, Tolemi will train the Super Users on the application and begin the user acceptance testing process. During this phase, Tolemi will submit registrations and inspection requests from the perspective of landlords / registrants, thereby initiating test workflows for Super Users to perform acceptance testing. Super Users will then submit feedback and required refinement to Tolemi to inform the last phase of implementation.

The ensuing Super User and End User training session will provide another opportunity to incorporate feedback prior to go-live.

Tolemi's CSM and customer support team will continue to respond to requests from End Users for additional refinement and will incorporate feature requests into its longer-term product roadmap. We are not proposing any on-site implementation or support as we have successfully implemented our software in over 100 cities without the need to be face-to-face. Tolemi is happy to provide on-site training and implementation services upon request for the price of travel, lodging, and incidentals.

Tolemi fully expects City to request trainings, changes to the process, the addition of new data sets, unexpected changes to existing data sets, and assistance building analytics. We provide these services at no additional cost beyond the ongoing subscription fee.

Outreach Strategy

The Tolemi platform is capable of sending direct mail to landlords. Tolemi would request city support in crafting the language of the outreach.

END OF EXHIBIT A

EXHIBIT B
FEE SCHEDULE

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be:
\$37,000.00, CONSISTING OF:
 - **\$22,000 FOR SERVICES AND DELIVERABLES IN YEAR ONE**
 - **15,000 FOR SERVICES AND DELIVERABLES IN YEAR TWO.**
2. If the term of the Agreement is extended by the City Manager pursuant to section 2(e) of the Agreement, the compensation amount for each year of the extended term shall not exceed \$15,000.

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

☐ Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than [\$10,000] payable by Contractor.

☒ Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall

communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

ATTACHED

1. Insurance Coverage Form

EXHIBIT C

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other: [Cyber Liability, Installation Floater, etc.]		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

EXHIBIT D
COVID-19 AMENDMENT/ATTACHMENT
(Consulting Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between _____
("City") and _____ ("Consultant") dated _____.

1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as **"COVID-19"**.

B. A **"COVID-19 Condition"** is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A **"COVID-19 Proclamation"** includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An **"Unknown COVID-19 Condition"** is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An **"Unknown COVID-19 Cost"** is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

2. COVID-19 Conditions and Proposal. Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

3. Compliance with COVID-19 Proclamations.

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of

the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

4. Delay. The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

5. City Directed Suspension. The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

6. Compensation for COVID-19 Costs. City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

7. Safe Work Practices. Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

8. Monitoring and Reporting. City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

9. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

Signature

Signature

Print Name & Title

Print Name & Title