

MASTER SERVICES AGREEMENT
FOR
PROFESSIONAL ON-CALL BUILDING SERVICES

This Agreement is made and entered into as of the 16th day of July, 2024 by and between the City of Foster City hereinafter called "CITY" and West Coast Code Consultants, Inc. (WC-3). 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 July 17, 2024 and shall expire on June 30, 2026 by CONSULTANT. (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.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. 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 of one hundred and fifty thousand dollars (\$150,000). Invoices for amounts in excess of one hundred and fifty thousand dollars (\$150,000) 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 monthly 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. 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, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
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 and Estero Municipal Improvement District, 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 or Estero Municipal Improvement District, 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 and Estero Municipal Improvement District, 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.

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: Priscilla Schauss
CONSULTANT:	West Coast Code Consultants, Inc. (WC3) 417 Grand Avenue, #201 South San Francisco, CA 94080 donald@wc-3.com Attention: Donald Zhao
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: _____

Patrick Sullivan, Mayor

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Donald Zhao, Vice President/Regional Manager

EXHIBIT A

Services shall commence on July 16, 2024 and terminate on June 30, 2026 unless otherwise extended in a written agreement by the parties.

Proposed Project Approach

Experience and Expertise to Address the Scope of Work

WC³ strives to adapt to the styles and requirements of every jurisdiction we serve. Each community is unique, and our staff is trained to provide individualized support for each of our clients. We are confident in our ability to perform the duties outlined by Foster City, including but not limited to the following:

PLAN REVIEW SERVICES

- ▶ WC³ shall perform comprehensive building code plan review services as directed by the Chief Building Official of Foster City.
- ▶ All plan review services provided by WC³ shall include the initial plan review and all subsequent re-reviews as necessary for building permit issuance.
- ▶ Plan review services shall include consultation to the building permit applicants as administered by the City staff.
- ▶ Plan review services will be performed remotely or on-site in the office spaces at City Hall.
- ▶ Perform review services for compliance with the latest versions of City Code of Foster City and California Code of Regulations Title 24 as adapted by the City of Foster City.

BUILDING INSPECTION SERVICES

- ▶ WC³ shall perform building inspection services for a specified number of hours as directed by the Chief Building Official.
- ▶ Services shall include review of all approved plans, specifications and documents, review and respond to all inspection requests and reports.
- ▶ Attend mandatory meetings, in house trainings including, but not limited to, safety training, City staff coordination, applicant progress and project management meetings as required or necessary.
- ▶ Perform inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Fire codes, as well as State energy efficiency and accessibility standards as amended by the City of Foster City.

PERMIT SUPPORT SERVICES

- ▶ WC³ shall perform permit process services for a specified number of hours as directed by the Chief Building Official.
- ▶ Assist architects, contractors, and the public in accepting, processing, and tracking applications for building permits, calculating and collecting permit fees, and providing general information regarding permit processing.
- ▶ Perform front counter and phone assistance regarding building permit requirements, plan check fees, plan check filing procedures and processing, permit status, accepting permit applications, calculating and applying fees, and reviewing plans for conditions of prior approval

OTHER STAFF AUGMENTATION SERVICES

- ▶ WC³ shall provide staffing augmentation services on an as needed basis.

WC³ understands that the City's need for these services may vary, depending on City's staff capacity and capability to complete the services described in a thorough and timely manner. Furthermore, WC³ will approach service and manage the scope of work as outlined in the table on pages 16 and 17 of this proposal.

Proposed Project Approach

(Continued)

PLAN REVIEW PROCESS & METHODOLOGY	
Incoming Project	<ul style="list-style-type: none"> When plan review services are performed off-site, within the local offices of our firm, WC³ will serve Foster City with electronic plan submittals, accepting and delivering plans back and forth via email attachments as well as links to electronically formatted documents stored elsewhere. WC³ will adapt to any preferred software systems of Foster City.
WC³ Processing	<ul style="list-style-type: none"> An account information file, specific to the City is created to identify items inherent and of interest to the City. This file will be maintained and utilized during each and every project, ensuring potential concerns are always addressed. Upon notification of projects and receipt/download of electronic plan submittal, projects are uploaded and logged into WC³'s own internal eProcess360 software platform and Client/Regional Managers are automatically notified to begin the plan check process.
Plan Check	<ul style="list-style-type: none"> WC³ will check submitted docs for completeness; inform the City of any missing information; review plans to understand the scope and task; identify significant code items and discuss important items with associated staff. Client/Regional Manager will assign WC³ plan examiner staff and monitor progress. Client/Regional Manager will quality check all comments before release to the City.
Communication	<ul style="list-style-type: none"> WC³ understands all plan review comments are subject to the review by the City. Review comments will have plan sheet numbers, detail numbers, and code sections. WC³ will work with Foster City's preferred method of communication and be available via email, phone or in-person for meetings, etc. The City will always have the same points of contact for WC³. The comment structure in our plan review comment lists will be easily transitioned into the format of the City's preference. Copies of all plans check comments and all other correspondence from the plans examiner to the applicant shall be sent directly to Foster City via email.
Recheck	<ul style="list-style-type: none"> Documents are resubmitted to begin the recheck process. WC³ requires a written response addressing each and every plan check item or comment. Rechecks will be assigned to the same plans examiner who performed original review. Any new comments to be included during the recheck cycle will be brought to the attention of the Client/Regional Manager. All plans examiners are encouraged to call and to resolve concerns, rather than adding additional corrections and comment lists. Rechecks are performed quickly and timely. Our turnaround schedule is highlighted in the upcoming section regarding "Typical Plan Review Turnaround Schedule."
Approval	<ul style="list-style-type: none"> Plan review approval will not be recommended to the City until all code compliance issues are resolved and all permit issuance requirements of the department are satisfied. WC³ is flexible and will meet all Foster City project approval requirements, including but not limited to, "Plans Examiner of Record" approval stamps, electronic submittals, paper/hard copies, quantity of copies, pick-up/delivery and more.

Proposed Project Approach

(Continued)

TYPICAL PLAN REVIEW TURNAROUND SCHEDULE

WC³ comprehensive plan reviews are performed in a prompt and expeditious manner to meet our jurisdictional clients' needs. WC³ is able to commit to performing plan review deliverables within timeline expectations that meet or beat industry standards. When workloads get tight, WC³ is able to take advantage of schedule availability in additional Regional Offices and benefit from the knowledge and expertise shared across multiple disciplines. All turnaround times are specified from the day they are received in our office(s) and for extraordinarily complex projects, WC³ will immediately contact Foster City and agree on an appropriate response time prior to starting the review.

	INITIAL (Business Days)	RECHECK (Business Days)	EXPEDITED (Business Days)	RECHECK (Business Days)
New Construction, Additions & Remodels	10	5	5	5
New Construction Multi-Family	15-20	5-10	5-10	5-10
Commercial Projects (Small)	10	5	5	5
Commercial Projects (Large/Complex)*	15-20	5-10	5-10	5-10

* Typical turnaround times for large/complex projects is 15-20 days for first reviews and 5-10 days for re-checks. The City will be contacted and an appropriate response time will be negotiated on a case by case basis.

EXPEDITED APPROACH TO PLAN REVIEW SERVICES

Expedited or accelerated plan review can be accommodated upon request at anytime from Foster City. The expedited plan review process is a means to accelerate initial plan reviews by experienced plans examiners, and when it comes to expedited plan review services, WC³'s typical plan review process is extremely easy to adapt. Clients simply need to submit projects according to standard protocols with a note highlighting that a project is to be expedited. In this case, the quality of WC³'s expedited plan review services do not change. WC³ will allocate additional staffing as necessary, and as available, in order to meet the City's expedited deadlines. WC³ shall provide initial comments, including corrections to be made to the construction documents, within an expedited turnaround time of five to ten (5-10) business days from the date the submittal was received by our team. Subsequent reviews following initial expedited reviews may also be expedited at each client's discretion; however subsequent reviews are typically completed in a timely manner and will be reviewed in the order in which they are received.

TYPICAL INSPECTION TURNAROUND SCHEDULE

Inspections shall be performed during Foster City's regular business hours. Our inspection services include a commitment to making inspectors available for standard, routine inspection needs associated with projects. Standard turnaround for inspection requests will be scheduled accordingly with 48-hour advance notice and when the schedule allows, WC³ will make every effort to accommodate emergency or same-day inspection requests. Additionally, when special needs arise, inspectors can also be made available for after-hour, weekend and holiday inspections as well.

INSPECTION PERIOD	REQUEST LEAD TIME FOR INSPECTION
Standard Inspections	48 Hours Advance Notice
Emergency/Same Day Inspections	Accommodated as Schedule Allows

Proposed Project Approach

(Continued)

Additional Efforts to Achieve Foster City Satisfaction

WC³ will provide Foster City the technical expertise they seek through a complete array of plan review, inspection and permitting services. Our portfolio includes projects regarding building, preliminary building, structural, fire & life safety, accessibility, energy, mechanical, plumbing, electrical, solar and other specialty disciplines. Our staff is committed to providing higher standards by delivering building department solutions that exceed client satisfaction and meet time and budget constraints. We believe we are able to meet all the outlined requirements of the RFP as stated. The following is a list of additional professional aspects specific to this RFP that we feel Foster City will find advantageous:

- ▶ **International Code Council (ICC) Certified Permit Technicians** - As needed, WC³ can furnish exceptionally qualified personnel to staff and support your front counter operations. Our staff operates as an extension of your team and understands that customer service is paramount in our industry. All of our team members are intimately familiar with the building application and permitting process. Our technicians are acquainted with a vast array of jurisdictional permit tracking programs and will quickly adapt to your departments specific processes and procedures. We work proactively and collaboratively with applicants to help resolve issues and make the permitting process as pleasant as possible for your customers. All candidates will be presented for the City's approval.
- ▶ **International Code Council (ICC) Certified Inspections** - All inspection personnel assigned to your jurisdiction will be able to read, understand and interpret construction documents, prepare and maintain accurate records and reports, communicate clearly both verbally and in writing and work effectively with contractors, the public, and jurisdictional staff. WC³ tailors our inspection services to meet the specific needs of our clients. In addition to maintaining the International Code Council (ICC) certified inspectors and combination inspectors on staff, we also maintain a list of highly qualified and certified personnel to draw upon when we desire to fulfill jurisdictional clients' full time or interim needs. Each inspector assigned to Foster City will be in possession of all required certifications and minimum four-year experience requirements; and the City will have the opportunity to review all candidates prior to task or project assignment.
- ▶ **California Licensed, ICC-Certified Building Plan Review** - WC³ has ten (10) licensed structural engineers and twenty two (22) professional engineers on staff to meet the criteria noted in the RFP. Many have performed engineering design work in the past, and each has performed hundreds of commercial, residential, institutional/educational, MEP and structural plan reviews throughout their career. Our staff also includes six Master Code Professionals and many members certified by the ICC. Our team operates independently as a third party entity, is properly licensed to practice in the state of California, and has no conflict of interest with regard to any other work performed by our firm for the City.
- ▶ **California Licensed Fire Protection Plan Review** - WC³ is an industry leader in providing plan review services for Fire Prevention and Fire and Life Safety Plan Review. Our diverse team of Fire Protection Engineers, Executive Fire Officers, Certified Fire Protection Specialists, Fire Marshals and Plans Examiners offer clients and extensive range of experience—both formally and on the job. With resources of technical professionals from multiple offices, our team is proficient in all types of construction. Clients count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.

Proposed Project Approach

(Continued)

- ▶ **California Licensed Engineering Plan Review** - WC³'s engineering plan review service includes California certified professionals and engineers, as well as company best practices to meet each municipality's service requirements. Our team manages projects effectively and efficiently, completing all deliverables with clear comments and communication on time and within budget. We combine quality service to review improvement plans for conformance to approved tentative map, specific plans, and conditions of approval, as well as engineering bond estimates, subdivision maps, hydrology/hydraulic reports, stormwater management, development plans, lot line adjustments, lot mergers, easement plats, and more. Our personalized approach with transparent communication helps streamline the process.
- ▶ **CASp Plan Review** - WC³'s professional staff of plans examiners has vast experience in providing plan reviews for specialized accessibility projects and is well versed in all construction-related accessibility code and standards. WC³ has provided numerous CASp plan reviews and inspections for many of our California clients and has tremendous expertise in guiding clients through California's accessibility regulations as well as ADA and other applicable laws.
- ▶ **Electronic/Digital Plan Review Capability** - WC³ is very familiar with Electronic/Digital Plan Review technologies and works in a variety of capacities as per jurisdictional clients' specifications and systems. This technologically advanced form of plan review provides WC³ the ability to review, mark-up and transport plans of any size, electronically. At no additional cost to clients, we strongly encourage this service. The electronic count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **Meeting Availability & Technical Advice** - When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for Foster City. We serve in matters to help fulfill obligations and with reasonable notice are more than happy to join in on phone calls or attend special meetings at the City to help facilitate the approval process. Team members are available to discuss projects with designers, construction teams, City employees and/or applicants. We strive for complete client satisfaction and whether it's through telephone, email, web conference, fax or in person, WC³ team members are always ready to assist.
- ▶ **Emergency Services** - Teaming with Your Community to Make a Difference. This phrase has served as the guiding mission of WC³ for over 18 years. As we navigate challenging times, emergencies, disasters or pandemics, WC³ is committed to taking care of our clients and doing our part by continuing to offer the following services:
 - ▶ **Plan Review** - Because of our experience with electronic plan reviews, our staff has the ability work remotely and not miss a beat. With multiple offices located in various regions, we are able to adjust quickly and move plan review projects amongst qualified personal with similar expertise and provide seamless service to our clients. We are also able to facilitate meetings via teleconference and more, and all phone calls and emails will be responded to within the same quick and friendly manner as usual.
 - ▶ **Inspections** - The health and safety of employees and clients is always a top priority for WC³. When circumstance necessitates, we go to great lengths to perform safe, live inspections, while in others we are able to serve clients remotely. In either case, we are committed to helping manage the risk during emergency situations while also helping jurisdiction maintain performance.

Proposed Project Approach

(Continued)

- ▶ **Staff Augmentation** - WC³'s staff augmentation services are a valuable resource when it comes to supporting jurisdictions' needs during emergencies and critical times. Whether live or remote support is needed, we're ready and available to assist with inspection services, building official responsibilities, administrative or permit technician duties, and more!
- ▶ **eProcess360-EDSR** - While an emergency, disaster or pandemic may have an immense impact on all of our lives, WC³ is committed to helping communities maintain day-to-day operations with as few disruptions as possible. Our eProcess360-EDSR is an online permitting solution that helps a jurisdiction work remotely with online applications, document submittals and plan review — serving citizens with peace of mind.
- ▶ **Continuing Education & Training** - WC³ is deeply embedded within the Building Safety industry, with many key staff serving as general members, executive board officers, committee participants, and requested instructors within ICC Chapters and industry associations. We facilitate and encourage all of our personnel to achieve the highest level of experience and certification; and all team members are appropriately licensed, certified and trained with attendance at industry-related training classes, conferences, and seminars. Due to our emphasis on training, WC³ has also created the WC³ Academy which provides education, training and online, on-demand resources to our staff and the industry. Please find additional information at www.WC-3.com.

EXHIBIT B - FEE SCHEDULE

WC³ Proposed Fee and Rate Schedule

**Additional notes and details included on the subsequent page.*

FIXED FEE / CONTRACT RATES	
Comprehensive Full Plan Review	65% of Plan Review Fees to be Paid by the Applicant
Structural Only Plan Review	35% of Plan Review Fees to be Paid by the Applicant
On Site Plan Review	As Per Hourly Rates Below
Revisions / Deferred Submittals, RFIs / ASIs, etc.	As Per Hourly Rates Below
Minimum Plan Review Fee	\$290 (2-Hour Minimum Rate)
Expedited Plan Review	150% of Contract Rates
Electronic Plan Review / Auto Coordination	No Additional Cost
NON-PREVAILING WAGE HOURLY RATES *	
Chief Building Official	\$170.00 / Hour
Senior Client/Project Manager	\$160.00 / Hour
CASp Plan Reviewer / Inspector	\$160.00 / Hour
Plan Review Structural Engineer (Registered SE)	\$160.00 / Hour
Plan Review Engineer (Registered PE / FPE)	\$155.00 / Hour
ICC Certified Building / Fire Plan Reviewer	\$145.00 / Hour
ICC Certified Senior Building Inspector	\$160.00 / Hour **
ICC Certified Building Inspector III	\$150.00 / Hour **
ICC Certified Building Inspector II (Commercial)	\$135.00 / Hour **
ICC Certified Building Inspector I (Residential)	\$125.00 / Hour **
ICC Certified Permit Technician	\$93.00 / Hour
Administrative / Counter Support	\$93.00 / Hour
Expedited Plan Review	150% of Hourly Rates
PREVAILING WAGE HOURLY RATES**	
2023-2024 Prevailing Wage (Daytime Hours)	\$193.70 / Hour
2023-2024 Prevailing Wage (Evening Hours)	\$214.70 / Hour
MISCELLANEOUS SERVICES	
Reimbursable Expenses	At Cost + 10%
Courier/Delivery Expenses	No Additional Cost
Mileage Expenses	IRS Standard Rate
Plan Review Consultation Trip Fee	Staff Hourly Rate + IRS Standard Rate***

Fee Proposal

(Continued)

- * **Annual Hourly Rate Adjustment** - WC³'s proposed hourly rates are applicable through June 30, 2025. Hourly rates are subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.

Plan Review Services - Plan check services include an initial review, second review and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the City.

Preliminary, Revisions and Deferred Submittals - Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals, etc. will be completed on an hourly basis with a minimum charge of 2-hours and a mutually acceptable not-to-exceed amount.

Expedited Plan Review - Expedited plan review may be accommodated upon request with 24 hours notice. This service will be accommodated for both percentage based and fixed fee/contract rate packages, as well as for hourly rate contracts and services.

Electronic Plan Review - Electronic plan review services will be performed for percentage based plan review services facilitated off-site at WC³ office locations, as well for hourly plan review projects associated with in-house City services. WC³ will automatically coordinate all processes.

- ** **Prevailing Wage Assignments** - Proposed hourly rates for Inspection Services are not applicable to prevailing wage assignments. Any prevailing wage assignment rates submitted to the jurisdiction will comply with State of California's Department of Industrial Relations (DIR) regulations.

On-Site, In-House or Inspection Services - On site or in-house services (plan review, permit technician, CBO services) will be provided in eight (8) hour segments. An eight (8) hour minimum is required for all requested inspection services.

Overtime - On-site, in-house or inspection services in excess of forty (40) hours a week (overtime, holiday, weekend work, etc.) will be invoiced as follows:

- **Overtime** – One hundred fifty percent (150%) of regular rates. Overtime is defined as working more than eight (8) hours a day, more than forty (40) hours a week, or more than six (6) consecutive days in a week.
- **Double Overtime** – Two hundred percent (200%) of regular rates. Double overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
- **Holidays and Weekends** – Two hundred percent (200%) of regular rates.

Reimbursable Expenses - Reimbursable expenses (i.e. specialized equipment rental or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.

Courier / Delivery Expenses - Should the need arise, WC³ will use our established shipping service to pick up documents for courier/delivery to and from our WC³ office(s) at no additional cost.

Mileage Expenses - When applicable, reimbursements for mileage are for the use of personal automobiles within the City's limits, typically Building Inspectors. Reimbursements for mileage are applicable to the Internal Revenue Service's (IRS) standard mileage rate.

- *** **Trip Fee** - A trip fee will be applicable to each on-site consultation required for plan review. Trip fee expenses are applicable to the plan reviewer's staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

Invoicing Procedures - At the beginning of each month, WC³ will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable and mileage expenditures.

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 July 18, 2023, by and between [West Coast Code Consultants, Inc. \(WC-3\)](#), 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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

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/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____
Contract Administrator

Endorsement and Certificates of Insurance Required 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)	Insurer	Policy No.
<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:		
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 West Coast Code Consultants, Inc. (WC-3) (“Consultant”) dated July 18, 2023.

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