

PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH
CIP 301-700 FUEL SYSTEMS IMPROVEMENTS

This Agreement is made and entered into as of the _____ day of _____, 20____ by and between the City of Foster City/Estero Municipal Improvement District hereinafter called "CITY/DISTRICT" and Tait Environmental Services, Inc. (TES) hereinafter called "CONSULTANT".

RECITALS

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

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

WHEREAS, CONSULTANT is qualified to provide such services to the CITY/DISTRICT 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 upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY/DISTRICT 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/DISTRICT may determine in its sole discretion. (c) CITY/DISTRICT 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/DISTRICT's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY/DISTRICT for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY/DISTRICT may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY/DISTRICT determines that such termination is in CITY/DISTRICT'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/DISTRICT 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 Two Hundred Eighty-Nine Thousand Two Dollars and Twenty-Five Cents (\$289,002.25). Invoices for amounts in excess of Two Hundred Eighty-Nine Thousand Two Dollars and Twenty-Five Cents (\$289,002.25) 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/DISTRICT Manager (for contracts less than \$50,000) or City Council/District Board (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/DISTRICT, 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/DISTRICT including, without limitation, CONSULTANT's transmittal of all deliverables to CITY/DISTRICT required by EXHIBIT A.

CITY/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT. CITY/DISTRICT 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/DISTRICT 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/DISTRICT Manager (for contracts less than \$50,000) or where approved to do so by City Council/District Board (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/DISTRICT 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/DISTRICT 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/DISTRICT, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY/DISTRICT 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/DISTRICT, become the property of CITY/DISTRICT.
9. Relationship of Parties. CONSULTANT is an independent contractor and does not act as CITY/DISTRICT's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY/DISTRICT provides to CITY/DISTRICT 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/DISTRICT's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY/DISTRICT 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/DISTRICT of CITY/DISTRICT'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 of Foster 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY/DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY/DISTRICT: City of Foster City/Estero Municipal Improvement District
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Laura Galli
lgalli@fostercity.org

CONSULTANT: TAIT Environmental Services, Inc.
701 N. Parkcenter Dr.
Santa Ana, CA 92705
Attention: Jim Streitz
jstreitz@tait.com

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/DISTRICT that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY/DISTRICT 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/DISTRICT.

Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY/DISTRICT'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/DISTRICT 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/DISTRICT 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/DISTRICT. 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/DISTRICT 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/DISTRICT 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/DISTRICT or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY/DISTRICT 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").

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/ESTERO MUNICIPAL
IMPROVEMENT DISTRICT

Dated: _____

Jon Froomin, Mayor/President

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk/District Secretary

APPROVED AS TO FORM

Dated: _____

Benjamin Stock
City Attorney/District Legal Counsel

CONSULTANT

Dated: _____

James D. Streitz,
Chief Operations Officer
TAIT Environmental Services, Inc.

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH CIP 301-700 FUEL SYSTEMS IMPROVEMENTS

SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated May 1st, 2023, by and between Tait Environmental Services, Inc., hereinafter referred to as "**CONSULTANT**" and the City of Foster City/Estero Municipal Improvement District, hereinafter referred to as "**CITY/DISTRICT**" providing for professional services.

1. Description of the Project:

1.1 Based upon the CITY/DISTRICT-Approved Conceptual Design Study that Tait Environmental Services completed in January 2022, prepare permit/construction packages for the following items:

- PHASE 1
 - UNLEADED TANKS - Installation of two (2) 10,000 gallon Unleaded Aboveground Storage Tanks (ASTs) and relocate northwest of the existing Unleaded Underground Storage Tanks (USTs) and fuel dispensing island. The system will be equipped with two (2) ground mounted dispensers and a canopy over the fueling area.
 - DIESEL TANKS - Installation of one (1) 10,000 gallon diesel fuel AST located northwest of the Lagoon Pump Station. The system will include new underground piping across the yard to a new day tank to serve the lagoon pump engines. It will include an upgrade of the existing diesel fuel island adjacent to the driveway, with new underground piping across the yard to a new dispenser on the existing island. This area will include a canopy over the fueling area.
 - DIESEL EMERGENCY GENERATOR TANK - Installation of a new ~6500-gallon diesel tank for the Corporation Yard's Emergency Generator, located west of the Administration Building.
- - DIESEL DAY TANK - Removal and replacement of one (1) 210 gallon day tank for diesel fuel, installed in the early 1960's located inside the lagoon pump station building, which provides fuel to the lagoon pump engines and the Corporation Yard emergency generator which serves the administration building, Lift Station 29, the water booster pump station, and Lift Station 59.
 -

- PHASE 2

- UNLEADED TANKS - Removal of the existing Unleaded USTs and fuel dispensing island. This project will be performed after the new AST-based systems are fully functional.
-
- DIESEL TANKS - Removal of the two (2) existing 5,000-gallon diesel fuel ASTs after the new AST-based systems are fully functional.

DIESEL DAY TANK – Removal of one (1) 210 gallon day tank located inside the lagoon pump station building (if not removed in phase 1).

- 1.2 Prepare the construction package(s) in a way that differentiates the tank removal plans from the AST installation plans and in a way that will be acceptable to all permitting agencies.
- 1.3 The new systems are separated by the Foster City lagoon and, thus, will require different stormwater controls and mitigation measures.
- 1.4 The ASTs will be equipped with tank mounted fill boxes, new dispensers, new monitor system, associated electrical, card reader, new canopy over the fueling area, and the required civil engineering, including but not limited to stormwater mitigation measures, topographical survey, grading, AST foundation and seismic anchoring.

2. Basic Services:

The general scope of work is described below.

- 2.1 Task 1 – **Construction Documents/Design Phase Services for Phase 1 - Unleaded (AST installation), Phase 1 - Diesel (AST installation), Emergency Generator Tank (AST installation), and Lagoon Pump Station Day tank installation**
 - Attend Pre-Design project kick off meeting, on-site.
 - Prepare site plan with installation scope of work described. New fuel system and improvements will be dimensionally located from on-site points (to be determined).
 - Tank cross-section detail sheet, with equipment details and list of materials.
 - Dispenser & piping details sheet, with equipment details and list of materials.
 - Misc. detail sheet as required for a complete construction document set.
 - Monitoring system details, including list of materials.
 - Electrical plans and details, including Title 24 calculations for the canopy lighting. (sub-contract– Sacramento Engineering Consultants).
 - Plans to be provided to construction contractor for use in canopy engineering.
 - Spill Prevention, Control & Countermeasures (SPCC) Plan. (sub-contract– ESCI EnviroServices, Inc.).
 - Perform site inspection/visit to assess site conditions.
 - Prepare Professional Engineer (PE) certified SPCC plan in accordance with relevant federal and California regulatory requirements
 - 40 CFR 112.1 – 112.8
 - California Aboveground Petroleum Storage Act (APSA)
 - Perform Ingress/Egress Analysis to ensure proper canopy height and turning radii for vehicles.
 - Perform Civil engineering and prepare plans, including engineer stamp and signature.
 - Perform topographic survey of the area for the new fuel systems.
 - Utility Research

- Dimensional Control Plan
 - AST Foundation & Anchoring
 - Grading Plan
 - Water Quality Control Plan
 - Demo Plan
 - Erosion Control Plan
 - Stormwater Management Report
 - Meetings & Coordination
 - Construction Administration (submittal review & RFI's associated with civil work)
- Geotechnical Soils Report and Sampling for potential contamination for (3) new AST foundations and (2) 10,000 gal UST removals (sub-contracted labor – Salem Engineering Group, Inc.).
 - Field exploration and soil sampling, laboratory testing, engineering evaluation and report preparation. Drilling and sampling are performed in accordance with ATSM D1586 and D1587 under the direction of a Professional Engineer.
 - Contact Underground Service Alert (USA), and provide underground utility locating to identify any utilities not marked by USA. Subsurface utilities must be located and marked before commencing field operations.
 - Permitting for test borings with San Mateo County and backfill in accordance with local agency requirement.
 - Laboratory testing for soils strength, compressibility and corrosion potential:
 - In-situ Moisture and Density
 - Intact or Remolded Shear Strength
 - Consolidation
 - Sieve Analysis
 - Atterberg Limits
 - Expansion Index
 - (4) exploratory boreholes drilled at the proposed tank pad/canopy areas ranging from 20 to 50 ft BSG (or until practical refusal of drilling equipment, whichever is encountered first).
 - (2) additional test borings 15 ft BSG near existing UST's.
 - Environmental screening for VOC's (EPA Method 9260B), TPH-G/D/O (EPA Method 8015 M/B), and Title 22 metals (EPA Methods 6010B/7471A)
 - Final report prepared and signed by a California Licensed Professional Engineer.
- Construction cost estimates for 90% and 100% submittals
- Construction specifications to be provided at time of 90% plan submittal, including review of CITY/DISTRICT front-end boilerplate language.
- Table of Contents for Technical Specifications to be provided at time of 50% design submittal.
- Project Management, meetings, and coordination. Progress design meetings as required (assume 4 virtual)

2.2 Task 2 – Construction Documents/Design Phase Services for Phase 2 Unleaded (UST removal), Diesel (AST removal) and Lagoon Pump Station day tank removal.

- Site plan with tank removal scope of work described.
- Civil engineering and plans, including engineer stamp and signature
 - Topographic survey of the tank removal areas
 - Utility Research
 - Grading Plan
 - Demo Plan
 - Erosion Control Plan

- Construction Administration (submittal review & RFI's associated with civil work)
 - Project management, meetings & coordination. Progress design meetings as required (assume 2 phone calls or virtual meetings).
 - Construction specification following plan submittals, including review of CITY/DISTRICT front-end boilerplate language.
 - Construction cost estimates for 50%, 90% and 100% submittals.
- Construction Document deliverables will be prepared and submitted at approximately 50%, 90%, and 100% progress, or in accordance with CITY/DISTRICT requirements.

2.3 Task 3 – Relocation of Corporation Yard Facilities Services

- CAD drawing for the relocation of (6) existing material storage bins.
- Civil engineering and plans, including engineer stamp and signature, for stormwater upgrades as needed.
- Structural engineering of (6) new material storage bins and canopy.

2.4 Task 4 – Permitting Phase Services

- File for and obtain permits &/or approvals of the new fuel system from:
 - BAAQMD (Phase I vapor recovery system only. No Phase II required, due to ORVR exemption)
 - Foster City Planning Department (administrative approval only)
 - Foster City Building Department (electrical, AST foundation & anchorage, site work)
 - San Mateo Consolidated Fire Department (AST removal & installation)

2.5 Task 5 – Construction Phase Services

- Assist CITY/DISTRICT with evaluation of contractor bids.
- Review of contractor submittals.
- Response to contractor RFI's related to the fuel system construction.
- Perform periodic site inspections at appropriate times (assumed 4) and provide progress reports.
- Prepare punch list of items requiring repair, modification, or completion at pre-final construction phase.
- Provide support as required during fuel system commissioning.
- Prepare as-built record plans based on contractor red-lines.
- Provide warranty inspection 11 months after Notice of Completion.

SCHEDULE

Schedule commences upon receipt of CITY/DISTRICT Notice to Proceed (days cumulative).

Complete research	15 days
Perform field survey work.....	45 days
Prepare 50% design package	105 days
Initial CITY/DISTRICT review	120 days
Revise and prepare 90% package	145 days
CITY/DISTRICT review/ agency review	235 days
Revise plans for agency review.....	250 days
Finalize permits	280 days
Issue plans for Bid/Construction.....	295 days
Provide project management	thru life cycle of project

END OF EXHIBIT A

EXHIBIT B -FEE SCHEDULE

Tait Environmental Services, Inc.	RATE	TASK - 1		TASK - 2		TASK - 3		TASK - 4		TASK - 5		TOTAL	
		Construction Documents / Design Phase Services Alternate 3 and 4		Construction Documents / Design Phase Services Alternate 3A and 4 (Tank Removals)		Relocation of Corporation Yard Facilities		Permitting		Construction Services			
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
1. LABOR													
DIRECT LABOR													
	\$ 250.00	12	\$ 3,000.00	12	\$ 3,000.00	12	\$ 3,000.00		\$ -		\$ -	36	\$ 9,000.00
Principal													
Project Manager	\$ 150.00	44	\$ 6,600.00	44	\$ 6,600.00		\$ -	20	\$ 3,000.00	20	\$ 3,000.00	128	\$ 19,200.00
Project Coordinator	\$ 95.00	10	\$ 950.00	10	\$ 950.00		\$ -	10	\$ 950.00	10	\$ 950.00	40	\$ 3,800.00
Senior Engineer	\$ 195.00	200	\$ 39,000.00	20	\$ 3,900.00	100	\$ 19,500.00		\$ -		\$ -	320	\$ 62,400.00
Project Engineer	\$ 135.00	180	\$ 24,300.00	20	\$ 2,700.00	88	\$ 11,880.00		\$ -		\$ -	288	\$ 38,880.00
Senior Designer	\$ 170.00	168	\$ 28,560.00	44	\$ 7,480.00	40	\$ 6,800.00	40	\$ 6,800.00	88	\$ 14,960.00	380	\$ 64,600.00
Designer	\$ 105.00	96	\$ 10,080.00	30	\$ 3,150.00	16	\$ 1,680.00		\$ -		\$ -	142	\$ 14,910.00
Researcher/Permit Expediter	\$ 95.00	10	\$ 950.00	10	\$ 950.00		\$ -	40	\$ 3,800.00		\$ -	60	\$ 5,700.00
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1. RATES

Tait Environmental Services, Inc. (TES)

Field Personnel	Hourly Rate	Classification
Construction Manager	\$175.00	019
Construction Oversight Manager	\$150.00	091
Foreman/Lead	\$140.00	511
Service Technician 2	\$125.00	512
Service Technician 1	\$105.00	505, 041
Field Systems Auditor (Designated Operator)	\$95.00	504
Laborer 2	\$100.00	084
Laborer 1	\$80.00	035
Administrative Personnel		
Senior Project Manager	\$175.00	090
Project Manager / Project Scientist	\$150.00	091
Assistant Project Manager	\$110.00	125
Database Manager	\$105.00	503
Health & Safety Manager	\$150.00	510
Project Coordinator	\$95.00	507
Administrative Assistant	\$75.00	039
Professional Personnel		
Principal	\$250.00	001
Regulatory Affairs Manager	\$195.00	144
Senior Engineer/Geologist	\$195.00	020
Senior Designer & Design Group Manager	\$170.00	141
Designer	\$105.00	004
Project Engineer/Geologist	\$140.00	092
Environmental Scientist	\$120.00	104
Environmental Technician	\$100.00	121
Researcher / Permit Expediter	\$95.00	040

The above listed rates are effective for Calendar Year 2023. All rates are subject to annual CPI increases on January 1st of each year.

- The Above Labor Rates are Based on an 8-Hour Day.
- Time in Excess of 8 Hours will be Charged at 1.5 Times the Above-Stated Rate.
- Labor for Saturday Work will be Charged at 1.5 Times the Above-Stated Rate.
- Labor Rates for Sunday and Holiday (Nationally and Federally Recognized Holidays) will be Charged at 2 Times the Above-Stated Rate.
- Travel Time is charged at the same rate as On-site time.

Reimbursable Expenses	
Materials Furnished Specifically for Project	Cost + 15%
Equipment Rentals	Cost + 15%
Subcontractors & Subconsultants	Cost + 15%
Air Transportation	Ticket Cost + 15%
Mileage - Service Trucks, Cars and Light Pickup Trucks	\$1.25 per Mile Truck Charge - \$90/day Trailer Charge - \$45/day
Fuel Surcharge (when gas is over \$4/gallon on national average)	2% of Project Cost
Per Diem – Lodging & Meals	Lodging – Cost + 15% Meals – \$90/Day

2. The maximum payment to CONSULTANT under this Agreement for the Project shall be: \$289,002.25
3. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES:
 - All plan check/permit fees to be billed at actual cost, plus 15%. All other permits and approvals to be paid by Consultant. Consultant will be responsible for obtaining and paying for all final permits.
 - Payments shall be made by check made payable to Consultant.
4. TIMES OF PAYMENTS.
Consultant shall invoice monthly for work performed in the prior calendar month. The invoice shall identify the work completed per task during the invoice period and itemize the reimbursable expenses for the period.

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 _____, by and between Tait Environmental Services, Inc., hereinafter referred to as "**Consultant**", and the City of Foster City/Estero Municipal Improvement District, hereinafter referred to as "**CITY/DISTRICT**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect CITY/DISTRICT 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/DISTRICT'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/DISTRICT 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/DISTRICT), 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 five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the City/District will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City/Estero Municipal Improvement District, its Council/Board members, officials, agents, officers, volunteers 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 four million dollars (\$4,000,000) 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/DISTRICT and must be approved by the CITY/DISTRICT 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/District as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City of Foster City/Estero Municipal Improvement District, 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/District 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/District will not accept such coverage unless the City/District 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/District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City/District, 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/District 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/District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City/District may purchase such required insurance coverage, and without further notice to Consultant, City/District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City/District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City/District for the premiums and any associated costs, Consultant agrees to reimburse City/District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City/District 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/District 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/District'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/District access to their books and records and cooperate with City/District 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/DISTRICT)**
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:		
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/DISTRICT, 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/DISTRICT.

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 the City of Foster City /Estero Municipal Improvement District ("CITY/DISTRICT") and Tait Environmental Services, Inc. ("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/DISTRICT Directed Suspension. The CITY/DISTRICT 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/DISTRICT may suspend the Services for its convenience. The Consultant is entitled to a time extension for a CITY/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT building. In the event of an outbreak or an exposure to COVID-19, the CITY/DISTRICT 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.

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

CONSULTANT:

CITY/DISTRICT:

Signature

Signature

Print Name & Title

Print Name & Title