MASTER PROFESSIONAL/SPECIALIZED SERVICES AGREEMENT WITH BPR CONSULTING GROUP

1. PARTIES

This Master Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and BPR CONSULTING GROUP ("Contractor") a Corporation for On-Call Plan Review Services, and is effective on the last date signed below ("Effective Date").

2. SERVICES

2.1 Scope of Services. Contractor agrees to provide the Services set forth in the Scope of Services, attached and incorporated here as **Exhibit A**, on an as-needed basis. The Services must comply with this Agreement and with each Service Order issued by the City's Project Manager or his/her designee, in accordance with the following procedures, unless otherwise specified in Exhibit A. Contractor further agrees to carry out work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Service Orders. Before issuing a Service Order, the City Project Manager will request Services in writing and hold a meeting with Contractor to discuss the Service Order. Contractor will submit a written proposal that includes a specific Scope of Services, Schedule of Performance, and Compensation, which the Parties will discuss. Thereafter, City will execute a Service Order Form for the Services, attached and incorporated here as **Exhibit B**. The Service Order will specify the Scope of Services, Schedule of Performance, Compensation, and any other conditions applicable to the Service Order. Issuance of a Purchase Order is discretionary. The City Project Manager is authorized to streamline these procedures based on the City's best interests. Contractor will not be compensated for Services performed without a duly authorized and executed Service Order.

2.3 Contractor's duties and services under this agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

3. TIME OF PERFORMANCE

3.1 Term. This Agreement begins on the Effective Date and ends on Jume 29, 2029 ("Contract Time"), unless terminated earlier as provided herein. The City's appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds

are subject to the City's purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services within the time specified in each Service Order, and under no circumstances should the Services go beyond the Contract Time.

3.3 Time is of the essence for the performance of all the Services required in this Agreement and in each Service Order. Contractor must have sufficient time, resources and qualified staff to deliver the Services on time. Contractor must respond promptly to each Service Order request.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services a total amount that will based upon actual costs but that will be capped so as not to exceed $ 500,000.00 ("Contract Price"), based upon the Scope of Services in Exhibit A and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount.

4.2 Per Service Order. Compensation for Services provided under a Service Order will be based on the rates set forth in the Service Order, which shall not exceed the capped amount specified in the Service Order.

4.3 Invoices and Payments. Except as otherwise provided in a Purchase Order, monthly invoices must state a description of the deliverables completed and the amount due for the preceding month. Thirty (30) days prior to expiration of the Agreement, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Noncompliance with this requirement relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

5.2 Contractor's Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

5.4 Subcontractors. Only Contractor's employees are authorized to work under this Agreement Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials, and Equipment. Contractor will supply all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor

and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-Contractors, prepared or created under this Agreement, to execute or implement any of the following:

(a) The original Services for which Contractor was hired;
(b) Completion of the original Services by others;

(c) Subsequent additions to the original Services; and/or
(d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity will be considered an assignment of the Agreement and subject to City approval. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and Contractors ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings), of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

(a) Breach of contract, obligations, representations, or warranties;
(b) Negligent or willful acts or omissions committed during performance of the Services;
(c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
(d) Unauthorized use or disclosure of City's confidential and proprietary information;
(e) Claim of infringement or violation of a U.S patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4 Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order or other transaction.

11.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6 This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit C**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS,) or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or Contractor's employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials andemployees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns Sean Hatch as the City's representative

for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval,Contractor assigns Rob Beehler as its single Representative for all purposes under this Agreement, with authority tooversee the progress and performance of the Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with City instructions, service orders and the Schedule of Performance. Contractor must regularly update the City's project manager about the status, progress and any delays with the work. City's written approval is required prior to Contractor substituting a new Representative which shall result in no additional costs toCity.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts thereof at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time

to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in

closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014 Attention: Sean Hatch Email: shatch@cupertino.org	To Contractor: BPR CONSULTING GROUP 2130 Professional Drive, #150 Roseville, CA 95661 Attention: Rob Beehler Email: rbeehler@bpr-grp.com

27. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

By_____

Name_____

Title_____

Date_____

CONTRACTOR

By_____

Name_____

Title_____

Date_____

APPROVED AS TO FORM:

_____
MICHAEL K. WOO
Senior Assistant City Attorney

ATTEST:

_____
KIRSTEN SQUARCIA
City Clerk

Date_____

EXHIBIT-A

Attachment A - Scope of Work

I. Overview

The City of Cupertino requires on-call professional plan review services to augment the operations of its Building Division. The Consultant will be tasked with conducting comprehensive and timely reviews of construction documents, including plans and calculations, to ensure full compliance with the California Code of Regulations, Title 24 (encompassing all building, residential, mechanical, electrical, plumbing, energy, green building, and accessibility standards), as well as the Cupertino Municipal Code, Chapter 16. Key responsibilities will include coordinating with City staff and applicants to resolve code-related issues and facilitate the permit approval process. As this is an on-call service, the consultant must demonstrate the ability to adapt to fluctuating workloads while consistently delivering technically accurate reviews and maintaining excellent customer service.

II. Background

The City of Cupertino, with a population of approximately 60,000, is situated at the base of the Santa Cruz Mountains on the western edge of Silicon Valley. Geographically, the city lies near several major earthquake fault lines, including the San Andreas Fault, making seismic awareness a key part of the local planning. Cupertino is known for its cultural diversity and aims to be a model multicultural commw1ity for the 21st century. With one of the most diverse, tech-savvy, and civically engaged populations in Northern California, the city continues to attract attention across the region. Its landscape features a unique blend of corporate campuses-most notably the headquarters of Apple Inc.-and tree-lined residential neighborhoods that extend into the scenic foothills. Cupertino offers a dynamic business climate supported by a strong presence of high-tech companies. The city's public schools, honored with numerous state and national awards, are widely recognized for academic excellence. It is also home to De Anza College, consistently ranked among the top community colleges in California. The combination of top-tier schools, proximity to technology jobs, access to open space, and geographic significance makes Cupertino a highly desirable place to live and work.

III. Plan Review Requirements

The Consultant shall provide a comprehensive and detailed electronic plan review for all types and sizes of residential and commercial projects submitted to the City for permitting. The review shall verify that the design, as detailed in the plans and supporting documents, is in full conformity with all applicable state and local regulations. All reviews must be performed by professionals qualified in their respective disciplines.

All reviews shall be conducted on the electronically submitted documents using the Cupertino electronic plan review system called ProjectDox. The consultant shall provide detailed, code-cited comments for all identified deficiencies in a written report. The scope shall also include subsequent back-check reviews of revised submittals until the plans are determined to be in substantial compliance.

The scope of review shall encompass all relevant portions of the currently adopted California Code of Regulations (Title 24) and the City of Cupertino Municipal Code. The review shall address, but is not limited to, the following disciplines:

- Fire and Life-Safety: A thorough review for compliance with the California Building Code (CBC) and California Fire Code (CFC), including:

    - Occupancy classification and occupant load calculations.
    - Means of egress, including exit access, exit discharge, capacity, and travel distances.
    - Fire-resistance-rated construction for walls, floor/ceiling assemblies, and shaft enclosures.
    - Design and layout of fire protection systems, including automatic fire sprinkler and alarm systems.
    - Smoke control systems and features.
    - Fire department access roads and water supply.
- Accessibility: A detailed review for compliance with CBC Chapters llA (Housing Accessibility) and llB (Accessibility to Public Buildings), including:
    - Accessible routes to and through the site, common use areas, and public spaces.
    - Required number and distribution of accessible dwelling and lodging units.
    - Compliance of interior features with accessibility standards.
    - Accessible parking and passenger loading zones.
    - Proper placement and design of accessible signage.
- Structural: A complete review of structural plans and supporting calculations for compliance with the CBC and referenced standards (e.g., ASCE 7), including:
    - Verification of design loads, including gravity, wind, and seismic forces.
    - Compliance of the foundation and framing systems with the design criteria.
    - Completeness of structural details, connections, and material specifications.
    - Review of geotechnical reports and their incorporation into the foundation design.
    - Requirements for deferred submittals and special inspections.
- Plumbing: A review of all plumbing plans and riser diagrams for compliance with the California Plumbing Code (CPC), including:
    - Calculation of required plumbing fixture counts.
    - Proper sizing and layout of water supply, distribution, and gas piping systems.
    - Design of sanitary drainage, waste, and vent (DWV) systems.
    - Provisions for cross-connection control and backflow prevention.
- Mechanical: A review of mechanical plans for compliance with the California Mechanical Code (CMC), including:
    - Design and sizing of heating, ventilation, and air conditioning (HVAC) systems.
    - Equipment schedules, ductwork layouts, and ventilation calculations.
    - Design of exhaust systems, including clothes dryer, kitchen, and bathroom exhausts.
    - Condensate disposal and combustion air provisions.
- Electrical: A review of electrical plans for compliance with the California Electrical Code (CEC), including:
    - Service and feeder sizing, load calculations, and panelboard schedules.
    - Grounding and bonding requirements.
    - Wiring methods, conductor sizing, and overcurrent protection.
    - Layout of lighting, receptacles, and equipment connections, including emergency power systems.
- Energy: A comprehensive review for compliance with the California Energy Code (CEnC), including:
    - Verification of all required compliance documentation (e.g., Certificate of Compliance).
    - Analysis of the building envelope, including insulation, roofing, and fenestration U-factor/SHGC values.
    - Confirmation of high-efficiency mechanical systems for heating, cooling, and water heating.
    - Verification of lighting system compliance, including luminaire efficacy and control requirements.
    - Confirmation of mandatory photovoltaic (PV) system requirements for applicable occupancies.
- Green Building Standards: A review for compliance with all mandatory measures of the California

  Green Building Standards Code (CALGreen), including:

- Planning and Design requirements for stormwater management and site development.
- Indoor and outdoor water efficiency, including fixture flow rates and irrigation systems.
- Construction waste management and diversion requirements.
- Pollutant control for low-emitting materials and proper indoor air quality/ventilation.
- Verification of electric vehicle (EV) charging infrastructure requirements.

IV. General Requirements and Considerations

Plan Review Coordination

The Consultant shall designate a single, qualified individual, such as a Project Coordinator or Project Manager, to serve as the primary point of contact for all communications between the City and the Consultant. This individual will be responsible for managing all correspondence, including comment and approval letters; maintaining an orderly record of all projects under review; and overseeing the submittal of the Consultant's billing statements. The designated contact must be available during normal business days to respond to City inquiries regarding project statuses and code-related questions. All plan review communications shall be conducted in a clear and concise manner, with direct references to the applicable codes or standards.

Electronic Plan Review Status and Records

Maintaining accurate records for all plan review submittals and associated billing is of the utmost priority. The Consultant is required to use the City's electronic plan review system, ProjectDox, to perform all reviews and to upload required comment letters or approval letters in accordance with established City procedures. To ensure fees are promptly entered into the permit record for payment, all invoices must be emailed to permitcenter@cupertino.gov upon the completion of each review cycle.

Transmittal of Plans and Comments

City staff will initiate a review by electronically notifying the Consultant of an incoming submittal, which will include a transmittal letter containing all necessary permit and fee information. The submittal will then be formally assigned to the Consultant within ProjectDox for tracking and completion. Once a review is finished, any resulting comment letter shall be uploaded into the "Review Comments" folder within ProjectDox. The final step is for the Consultant to complete the assigned workflow task in the system, which automatically notifies City staff that the review is complete.

Resubmittals, Revisions, and Deferred Submittals

Permit applicants are strictly prohibited from submitting or resubmitting any permit information directly to the Consultant. All project documentation, including revisions and deferred submittals, must first be submitted to City staff for official processing, fee payment, and subsequent routing to the Consultant for review.

V. Estimated Project Timeline

The required plan review timelines shall be as follows:

- Initial plan review cycle shall be completed within 15 business days.
- Sub-sequent plan review cycles to be completed within 10 business days.
- Revisions and Deferred Submittal plan review cycles to be completed within 10 business days.
- Expedited plan review cycles to all be completed within 5 business days.

EXHIBIT - A

Attachment A – Scope of Work

I. Overview

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II. Background

The City of Cupertino, with a population of approximately 60,000, is situated at the base of the Santa Cruz Mountains on the western edge of Silicon Valley. Geographically, the city lies near several major earthquake fault lines, including the San Andreas Fault, making seismic awareness a key part of the local planning. Cupertino is known for its cultural diversity and aims to be a model multicultural community for the 21st century. With one of the most diverse, tech-savvy, and civically engaged populations in Northern California, the city continues to attract attention across the region. Its landscape features a unique blend of corporate campuses—most notably the headquarters of Apple Inc.—and tree-lined residential neighborhoods that extend into the scenic foothills. Cupertino offers a dynamic business climate supported by a strong presence of high-tech companies. The city's public schools, honored with numerous state and national awards, are widely recognized for academic excellence. It is also home to De Anza College, consistently ranked among the top community colleges in California. The combination of top-tier schools, proximity to technology jobs, access to open space, and geographic significance makes Cupertino a highly desirable place to live and work.

III. Plan Review Requirements

The Consultant shall provide a comprehensive and detailed electronic plan review for all types and sizes of residential and commercial projects submitted to the City for permitting. The review shall verify that the design, as detailed in the plans and supporting documents, is in full conformity with all applicable state and local regulations. All reviews must be performed by professionals qualified in their respective disciplines.

All reviews shall be conducted on the electronically submitted documents using the Cupertino electronic plan review system called ProjectDox. The consultant shall provide detailed, code-cited comments for all identified deficiencies in a written report. The scope shall also include subsequent back-check reviews of revised submittals until the plans are determined to be in substantial compliance.

The scope of review shall encompass all relevant portions of the currently adopted California Code of Regulations (Title 24) and the City of Cupertino Municipal Code. The review shall address, but is not limited to, the following disciplines:

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    - Occupancy classification and occupant load calculations.
    - Means of egress, including exit access, exit discharge, capacity, and travel distances.
    - Fire-resistance-rated construction for walls, floor/ceiling assemblies, and shaft enclosures.
    - Design and layout of fire protection systems, including automatic fire sprinkler and alarm systems.
    - Smoke control systems and features.
    - Fire department access roads and water supply.
- Accessibility: A detailed review for compliance with CBC Chapters 11A (Housing Accessibility) and 11B (Accessibility to Public Buildings), including:
    - Accessible routes to and through the site, common use areas, and public spaces.
    - Required number and distribution of accessible dwelling and lodging units.
    - Compliance of interior features with accessibility standards.
    - Accessible parking and passenger loading zones.
    - Proper placement and design of accessible signage.
- Structural: A complete review of structural plans and supporting calculations for compliance with the CBC and referenced standards (e.g., ASCE 7), including:
    - Verification of design loads, including gravity, wind, and seismic forces.
    - Compliance of the foundation and framing systems with the design criteria.
    - Completeness of structural details, connections, and material specifications.
    - Review of geotechnical reports and their incorporation into the foundation design.
    - Requirements for deferred submittals and special inspections.
- Plumbing: A review of all plumbing plans and riser diagrams for compliance with the California Plumbing Code (CPC), including:
    - Calculation of required plumbing fixture counts.
    - Proper sizing and layout of water supply, distribution, and gas piping systems.
    - Design of sanitary drainage, waste, and vent (DWV) systems.
    - Provisions for cross-connection control and backflow prevention.
- Mechanical: A review of mechanical plans for compliance with the California Mechanical Code (CMC), including:
    - Design and sizing of heating, ventilation, and air conditioning (HVAC) systems.
    - Equipment schedules, ductwork layouts, and ventilation calculations.
    - Design of exhaust systems, including clothes dryer, kitchen, and bathroom exhausts.
    - Condensate disposal and combustion air provisions.
- Electrical: A review of electrical plans for compliance with the California Electrical Code (CEC), including:
    - Service and feeder sizing, load calculations, and panelboard schedules.
    - Grounding and bonding requirements.
    - Wiring methods, conductor sizing, and overcurrent protection.
    - Layout of lighting, receptacles, and equipment connections, including emergency power systems.
- Energy: A comprehensive review for compliance with the California Energy Code (CEnC), including:
    - Verification of all required compliance documentation (e.g., Certificate of Compliance).
    - Analysis of the building envelope, including insulation, roofing, and fenestration U-factor/SHGC values.
    - Confirmation of high-efficiency mechanical systems for heating, cooling, and water heating.
    - Verification of lighting system compliance, including luminaire efficacy and control requirements.
    - Confirmation of mandatory photovoltaic (PV) system requirements for applicable occupancies.
- Green Building Standards: A review for compliance with all mandatory measures of the California

  Green Building Standards Code (CALGreen), including:

- Planning and Design requirements for stormwater management and site development.
- Indoor and outdoor water efficiency, including fixture flow rates and irrigation systems.
- Construction waste management and diversion requirements.
- Pollutant control for low-emitting materials and proper indoor air quality/ventilation.
- Verification of electric vehicle (EV) charging infrastructure requirements.

IV. General Requirements and Considerations

Plan Review Coordination

The Consultant shall designate a single, qualified individual, such as a Project Coordinator or Project Manager, to serve as the primary point of contact for all communications between the City and the Consultant. This individual will be responsible for managing all correspondence, including comment and approval letters; maintaining an orderly record of all projects under review; and overseeing the submittal of the Consultant's billing statements. The designated contact must be available during normal business days to respond to City inquiries regarding project statuses and code-related questions. All plan review communications shall be conducted in a clear and concise manner, with direct references to the applicable codes or standards.

Electronic Plan Review Status and Records

Maintaining accurate records for all plan review submittals and associated billing is of the utmost priority. The Consultant is required to use the City's electronic plan review system, ProjectDox, to perform all reviews and to upload required comment letters or approval letters in accordance with established City procedures. To ensure fees are promptly entered into the permit record for payment, all invoices must be emailed to permitcenter@cupertino.gov upon the completion of each review cycle.

Transmittal of Plans and Comments

City staff will initiate a review by electronically notifying the Consultant of an incoming submittal, which will include a transmittal letter containing all necessary permit and fee information. The submittal will then be formally assigned to the Consultant within ProjectDox for tracking and completion. Once a review is finished, any resulting comment letter shall be uploaded into the "Review Comments" folder within ProjectDox. The final step is for the Consultant to complete the assigned workflow task in the system, which automatically notifies City staff that the review is complete.

Resubmittals, Revisions, and Deferred Submittals

Permit applicants are strictly prohibited from submitting or resubmitting any permit information directly to the Consultant. All project documentation, including revisions and deferred submittals, must first be submitted to City staff for official processing, fee payment, and subsequent routing to the Consultant for review.

V. Estimated Project Timeline

The required plan review timelines shall be as follows:

- Initial plan review cycle shall be completed within 15 business days.
- Sub-sequent plan review cycles to be completed within 10 business days.
- Revisions and Deferred Submittal plan review cycles to be completed within 10 business days.
- Expedited plan review cycles to all be completed within 5 business days.