

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC.**, whose address is **180 PROMENADE CIRCLE, SUITE 150, SACRAMENTO, CA 95834** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of assistance from a qualified firm to compile and implement a comprehensive Americans with Disabilities Act Self-Evaluation and Transition Plan. City staff issued an RFP on November 30, 2021 and after a submittal period of forty-four days received three timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for an Americans with Disabilities Act Self-Evaluation and Transition Plan upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 2022, and shall terminate on the ____ day of _____ 2023, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B. Public Works C41000.

Total compensation for work is \$364,942.00 with a ten percent contingency in the amount of \$36,500 for a total not to exceed \$401,500. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation,

military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. 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 in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

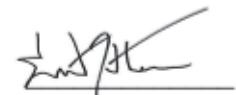
c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration

of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider’s name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured shall not

affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider 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 the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider

shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and

activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 122
Alameda, CA 94501
ATTENTION: Mike Billington, Facilities Manager
Ph: (510) 747-7947 / Email: mbillington@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Bureau Veritas Technical Assessments, LLC
180 Promenade Circle, Suite 150
Sacramento, CA 95834
ATTENTION: Erik Piller, Senior Vice President
Ph: (800) 733-0660 / Email: erik.piller@bvna.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 W. Mall Square, Suite 110
Alameda, CA 94501
ATTENTION: Mirna Moreno, Senior Clerk
Phone: (510) 747-7930 / Email mmoreno@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions 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.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

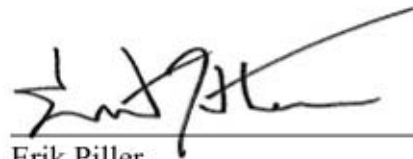
Bureau Veritas Technical
Assessments, LLC



Matt Munter
Executive Vice President

CITY OF ALAMEDA
a municipal corporation

Dirk Brazil
Interim City Manager



Erik Piller
Senior Vice President

RECOMMENDED FOR APPROVAL

DocuSigned by:

Erin Smith

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Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Len Aslanian

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Assistant City Attorney

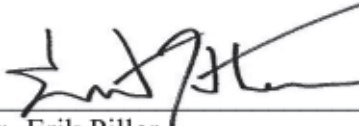
Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.
I declare under penalty of perjury that the foregoing is true and correct.

Bureau Veritas Technical Assessments, LLC

Date: 6/8/2022



By: Erik Piller
Senior Vice President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

REQUEST FOR PROPOSALS

Americans with Disabilities Act Self-Evaluation and Transition Plan

I. INTRODUCTION

The City of Alameda is soliciting proposals from qualified professional firms to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Transition Plan) for City programs, facilities, parks, parking lots, streets, intersections and sidewalks. This Request for Proposals (RFP) seeks to secure the most qualified consultant to perform field investigations within the City right-of-way and of City facilities, evaluate City policies and programs, and prepare an ADA Transition Plan in order to identify obstacles limiting accessibility, describe methods to improve accessibility, and specify a schedule for achieving ADA compliance.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section III of this RFP. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings.

II. DESCRIPTION OF THE PROJECT

Public rights-of-way and facilities are required to be accessible to persons with disabilities pursuant to the following statutes: Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §794) and Title II of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12131-12164). The laws work together to achieve this goal. These statutes prohibit public agencies from discriminating against persons with disabilities by excluding them from services, programs, or activities. The City of Alameda is required to have an ADA Transition Plan that will:

- Identify existing obstacles limiting accessibility
- Describe steps that are to be taken to ensure that facilities within the public right-of-way are made accessible to all individuals
- Specify a schedule for achieving compliance
- Identify the official who will be responsible for implementation of the plan

The ADA Transition Plan will provide recommendations for complying with accessibility requirements as mandated by the ADA and State of California Access Codes. It will also provide the basis for prioritizing, budgeting, implementing and monitoring barrier removal.

III. SCOPE OF SERVICES

The City has prepared an outline of services that includes a site and program accessibility self-evaluation which will provide the basis for identifying, prioritizing, budgeting and implementing plans to assist the City in its efforts to comply with the accessibility requirements of the ADA and California Access Codes. The chosen firm will use this data to develop a written ADA Transition Plan that provides a methodical, budget-sensitive timeline for correction of deficiencies. Findings will be compared with the ADA Accessibility Guidelines (ADAAG) and California Access Codes to determine compliance with State and

Federal accessibility standards. The detailed Scope of Services is included as Appendix A. A preliminary list of City facilities to be considered is included as Appendix B.

IV. PROPOSALS

Proposers who wish to be considered for this project shall have relevant experience with all state and federal accessibility regulations, public agency provided services, programs and activities requirements, and shall have experience in preparing accessibility survey and evaluation reports for a Title II entity. Inspections are to be completed or reviewed by a qualified Certified Access Specialist (CASp).

Proposers must submit three (3) bound copies and an electronic copy on a flash drive of their proposal to the City for review. 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings. Electronic documents should be submitted in PDF format. The proposal shall be limited to twenty (20) pages. Resumes for proposed personnel will not be counted towards the page limit. Proposals should be as concise as possible and specific to this project.

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

At a minimum, each proposal must include the following information in sections as outlined below.

A. Cover Letter

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm's capabilities and availability of construction management staff, information and qualifications of the proposed lead who will be representing the firm.

B. Project Approach and Proposed Scope of Services

Provide a detailed description of the firm's proposed approach to implementing the Scope of Services described in Section III. The approach shall at a minimum include the following:

- Anticipated challenges typical with emergency response facilities, and how the firm will approach these challenges;
- Implementation plan for the tasks described in the scope of services (**Appendix A**) for the requested locations (**Appendix B**) and any recommended revisions or additions to the list of tasks;
- Any innovative approaches to implementing these services; and
- Proposed Scope of Services.

C. Experience and Qualifications

- Provide a brief history of the firm, including: name of the firm, general services, experience, the year the firm was established under the current name, the principal place of business, and the location of local office(s). Indicate any other previous names for the firm during the last five (5) years and the year any name change was effective.

- Provide a list of at least three (3) prior projects within the last five (5) years in which the firm provided relevant services similar to this assignment. The list shall include the following for each assignment:
 - Name of client
 - Location (city and state)
 - Name and brief description of project
 - Start and completion date
 - Contract value
 - Respondent's scope and role in the project
 - Client reference for services provided including name, position, phone, and email.
- Identify the personnel that will be assigned to the key positions (refer to Section IV.F - Resumes and Qualifications of Proposed Personnel), including subconsultants/subcontractors. Provide a brief biography and highlight special qualifications, including:
 - Total years of experience, including number of years with the current firm.
 - Up to three (3) recent relevant projects; include a brief description of the project (scope, size, cost, etc.), the individual's specific role on the assignment, the year the individual's work on the assignment was completed, and the individual's employer while working on the assignment.
 - Three (3) references for each key individual proposed for the project in which firm provided relevant services similar to this assignment.

D. Team Organizational Structure

Describe the firm's team organization, including identification of any partners or subconsultants/subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

E. Estimated Labor Hours

Provide a table with the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services. The table shall include subtotals by both column and row along with a total estimated hours to perform the Scope of Services. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section of the proposal.

F. Resumes and Qualifications of Proposed Personnel

This section should include resumes for all personnel proposed for the Project. Resumes will not be counted toward the page limit established in this section.

G. Conflict of Interest:

Provide names of individuals associated with the firm that have a potential conflict of interest. The City may not contract with a proposer's firm if its employee, officer, or director (or any immediate family member of the preceding) has served as an elected official, employee, board, or commission member of the City who influences the making of the contract. Furthermore, the City may not contract with any proposer whose income, investment, or real property interest may be affected by the contract. Proposals are subject to disqualification on the basis of such a conflict of interest as determined by the City.

H. Terms and Conditions:

The proposal shall stipulate that it is predicated upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is valid for a period of one hundred twenty (120) days from the date of receipt thereof by the City. It shall be signed by an official authorized to bind the organization.

V. PROPOSED BUDGET AND FEE SCHEDULE

In a separate, sealed envelope include a proposed budget and fee schedule based upon the labor hours included as Section IV.E of the proposal. The proposed budget and fee schedule shall be placed in a separate envelope with the submitter's return address clearly marked on the outside as follows:

PROPOSAL FOR AMERICANS WITH DISABILITIES ACT
SELF-EVALUATION AND TRANSITION PLAN
Attention: Mike Billington, Public Works Department, City of Alameda

[PROPOSER'S COMPANY NAME]
[PROPOSER'S COMPANY RETURN ADDRESS]
[PERSON TO WHOM RETURN MAIL SHOULD BE ADDRESSED]

The method of payment to the successful proposer shall be on a time and expense reimbursement basis with a maximum "not to exceed" fee as set by the proposer in its proposal as being the maximum cost to perform all work. This figure shall include direct costs and overhead such as, but not limited to, transportation, communications, subsistence, and materials and any subcontracted items of work. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis.

No payments will be made for work performed prior to execution of the agreement.

VI. SUBMISSION OF THE PROPOSAL

Proposers shall submit their proposals and the sealed envelope containing the proposed budget and fee schedule to the following address:

Public Works Department
City Hall West
950 West Mall Square, Room 110
Alameda, CA 94501

Proposal for Americans with Disabilities Act
Self-Evaluation and Transition Plan
Attn: Mike Billington
Public Works Department

PROPOSALS MUST BE RECEIVED BY 4:00 P.M. on January 12, 2022 at the aforementioned location. Proposals received after this time or at any other location will not be accepted.

VII. SELECTION PROCESS

After the review of proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. Proposer interviews, if necessary, are anticipated to be conducted according to the schedule provided in Section VIII. Details of the interview process will be provided along with the invitation to present.

The final selection will be based upon the following criteria:

- The proposer's demonstrated understanding of the proposed scope, and its approach to successfully complete the project. (20%)
- The proposer's specific experience with ADA Self-Evaluations and Transition Plans. (40%)
- The quality and experience of the Project Manager and any key staff involved on the project. (20%)
- The proposed budget and fee schedule (15%)
- The proposer's ability to meet the City's standard contract requirements. (5%)

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to cancel the RFP or to reject any and all responses and/or submittals, or parts thereof, and to waive any technicalities or minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of the City.

VIII. SELECTION TIMELINE

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection		
Issuance of Request for Proposals		November 30, 2021
Deadline to submit Proposals	4:00 P.M.	January 12, 2022
Interviews (if deemed required)		Weeks of January 24 & 31, 2022
Contract Award (Anticipated)		March 15, 2022

IX. AGREEMENT

The selected firm will be required to execute an Agreement for Professional Services (Agreement) for the project on the City's form is made part of this Request for Proposal as Appendix C. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. Any requested changes to the City's Agreement must be submitted with the proposal and will be evaluated as part of the proposal. Changes to the Agreement may render the proposal non-responsive.

X. DOCUMENTS AND QUESTIONS

The RFP is available electronically as a free download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>. Proposers are solely responsible for determining if any addenda have been issued. Any questions regarding the RFP should be directed to:

Mike Billington
Public Works Department
510-747-7947
mbillington@alamedaca.gov

XI. ATTACHMENTS:

Appendix A: Scope of Services
Appendix B: List of City Facilities
Appendix C: Sample Service Provider Agreement

APPENDIX A

SCOPE OF SERVICES

Consultant shall provide all services required to complete the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (ADA Transition Plan). The following is a proposed scope of services for the development of the City's ADA Transition Plan. The City desires to develop an ADA Transition Plan that meets the requirements of applicable laws and regulations but allows for maximum flexibility in the schedule and cost of implementation of both consultant services and associated ADA improvements. Accordingly, the following is intended only as a guide for submission of the Scope of Services to be included in the proposal.

At a minimum, all proposers shall submit a proposal responding to the entire Scope of Services, including optional tasks. However, proposers may recommend changes and include alternatives to the Scope of Services if (1) additional tasks are required by laws or regulations, (2) tasks below are not specifically required by laws or regulations, or (3) tasks below can be modified to meet the City's above-stated objectives.

I. PRIMARY SCOPE OF SERVICES

- A. The Consultant will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of the City.
- B. The Consultant will conduct investigations of public facilities including an evaluation of the City's sidewalks, street intersections (curb ramps & crosswalks), pedestrian signals, parking lots and parks.
- C. The Consultant will determine the level of ADA compliance required for each City building subject to the requirements of ADA and will conduct the necessary investigations of the areas of each building open to public access. Field investigations shall identify physical barriers within the public areas of City buildings and the public right of way that limit accessibility and compare facilities for compliance with the California Building Standards Code and the Federal ADA Accessibility Guidelines (ADAAG). A list of City facilities is included as Appendix B.
- D. The Consultant shall review and evaluate current City policies, programs (including but not limited to recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
- E. The Consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, which may include the following:
 - Methodology for the self-evaluation of existing barriers to accessibility;
 - Summary of the findings of the self-evaluation of facilities, policies, programs, and practices;
 - Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;

APPENDIX A

SCOPE OF SERVICES

- Cost estimates of remediation measures;
 - Implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - Procedure for periodically reviewing and updating the Transition Plan;
 - procedures for addressing grievances; and
 - Assignment of responsibilities for repair/replacement.
- F. The Consultant shall plan to attend at least three meetings with City staff. At a minimum, a kick-off meeting, interim progress meeting, and a final completion meeting shall be held, in addition to any required site visits and City staff meetings needed for Self-Evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the City Council at separate public meetings.
- G. City Staff Training: The process is expected to be an educational experience for the City staff. During the course of Plan development, the Consultant shall assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group. The Consultant shall train designated City staff in the following areas:
- Applicable government code, statutes and regulations;
 - Performing field investigations and inspections;
 - Preparation of ADA Compliance Assessment Reports;
 - Monitoring and updating the ADA Self-Evaluation and Transition Plan;
 - Using and maintaining the database and/or project map (see Section II); and
 - Internal procedures for granting exemptions for City projects.
- H. The City seeks to have a final ADA Transition Plan completed twelve (12) months from issuance of Notice to Proceed. If the Consultant deems this unreasonable based on prior experience, a suitable completion date shall be clearly identified, and an explanation given as to why the preferred completion date would be unrealistic.

II. OPTIONAL TASKS

- A. City-Wide GIS Reference Map: The Consultant will develop a City-wide reference map for curb ramps using GIS and associated database. The GIS reference map will contain information regarding whether a curb ramp exists and is needed along with the ramp condition, type, slope, landing area, warning surface and other compliance information. The GIS information shall be based on and be suitable for inclusion into the City's existing GIS and asset management system.
- B. Project Database: The Consultant shall develop a database for the ADA Transition Plan using City-approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all components of the transition plan including but not limited to compliance and facility reports, facility diagrams, Transition Plan, reference drawings, standard drawings, and photographs. The database shall be the property of the City when the ADA Transition Plan compilation is complete. The City currently uses Lucity as its asset management software. Consultant shall evaluate the feasibility of using Lucity as the database for tracking ADA implementation.

APPENDIX B
List of City Facilities
City of Alameda, CA

Exhibit A

Building Name	Area (S.F.)	Year Constructed	Location
BUILDINGS			
Alameda Point Neighborhood Park Bathroom	250	2021	Coronado Avenue between Ardent & Skylark
Animal Shelter	3500	1984	1590 Fortman Way
Bay Farm Library	2700	1980	3221 Mecartney Road
Bayport Park Recreation Center	2100	2009	351 Jack London Avenue
Bayport Park Restroom	250	2009	351 Jack London Avenue
Building 1- City Hall West	47945	1940	950 West Mall Square
Building 134 - Gymnasium	36660	1945	1101 West Red Line Avenue
Building 134 - Modular Restroom	600	2021	1101 West Red Line Avenue
Building 60 - Officer's Club	28538	1941	641 W Red Line Avenue
Chocheyno Park Gazebo	150	2000	2430 Encinal Avenue
City Hall	33686	1895	2263 Santa Clara Avenue
Civic Center Parking Garage	90000	2008	1416 Oak Street
Emergency Operations Center	1995	2017	1809 Grand Street
Encinal Boat Ramp Bathroom	250	1981	Central Avenue behind Encinal High
Fire Station #1	12742	1968	1300 Park Street
Fire Station #2	5575	1921	635 Pacific Avenue
Fire Station #3	7306	2017	1625 Buena Vista Avenue
Fire Station #4	11234	1991	2595 Mecartney Road
Franklin Park Recreation Center	1650	1989	1432 San Antonio Avenue
Garage Central Repair	8743	1984	1616 Fortman Way
Godfrey Recreation Center	1500	1963	281 Beach Road
Grand St Boat Launch Bathroom	250	1957	North end of Grand Street
Harbor Bay Ferry Terminal	250	2021	215 Adelphian Way
Harrington Field Restroom	250	1990	3400 Oleander Avenue
Jean Sweeney Restroom	295	2017	1925 Sherman Street
Krusi Recreation Center	2376	1955	900 Mound Street
Leydecker Recreation Center	3000	1980	3225 Mecartney Road
Lincoln Park Bocce Structure	400	1964	1450 High Street
Lincoln Park Game Structure	1025	1964	1450 High Street
Lincoln Park Lodge	3450	1909	1450 High Street
Lincoln Park Maint & Restroom	2000	1991	1450 High Street
Lincoln Park Rec Center (Harrison)	1200	1991	1450 High Street
Littlejohn Recreation Center	1370	1976	1401 Pacific Avenue
Longfellow Park	1370	1993	520 Lincoln Avenue
Main Library	47500	2005	1550 Oak Street
Main St Ferry Terminal Bathroom	250	2011	2990 Main Street
Maintenance Service Center	24407	1984	1590 Fortman Way
Maintenance Service Center Garage	9960	1984	1590 Fortman Way
Mastick Senior Center	26000	1937	1155 Santa Clara Avenue
McKinley Recreation Center	2800	1935	2165 Buena Vista Avenue
Police Station	35184	1977	1555 Oak Street
Recreation & Park Admin Building	6286	1932	2226 Santa Clara Avenue
Shoreline Park Bathroom 1	250	1980	Seaview @ Brunswick Road
Shoreline Park Bathroom 2	250	1980	Parkway @ Oldcastle Lane
Shoreline Park Bathroom 3	250	1990	217 Harbor Bay Parkway
Shoreline Park Bathroom 4	250	1980	2200 Harbor Bay Parkway
Tillman Park Recreation Center	1000	1991	220 Augnbaugh Way
Veterans Building	39051	1929	2203 Central Avenue
Washington Park Lower Bathroom	250	1979	740 Central Avenue
Washington Park Maintenance Building	250	1968	740 Central Avenue

APPENDIX B
List of City Facilities
City of Alameda, CA

Exhibit A

Building Name	Area (S.F.)	Year Constructed	Location
Washington Park Recreation Center	1794	1950	740 Central Avenue
Washington Park Upper Bathroom	250	1968	740 Central Avenue
West End Library	3400	1936	788 Santa Clara Avenue
Woodstock Park	1777	1973	351 Cypress Avenue
Woodstock Park Bathroom	250	1991	351 Cypress Avenue
PARKS			
Alameda Point Gym & Multi-Purpose Field			1101 West Redline Avenue
Alameda Point Neighborhood Park			Coronado Ave, btw Ardent & Skylark
Alameda Point Waterfront Park			Ferry Point & W. Atlantic Avenue
Bayport Park			301 Jack London Avenue
Bill Osborne Model Airplane Field			Doolittle Dr at Harbor Bay Pkwy
Chochenyo Park			2430 Encinal Avenue
City View Skate Park (Alameda Point)			1177 West Redline Avenue
Corica Park			1 Clubhouse Memorial Drive
Emma Hood Swim Center			2256 Alameda Avenue
Encinal Boat Ramp			Central Ave behind Encinal High
Encinal Swim Center			230 Central Avenue
Estuary Park			200 Mosley Avenue
Franklin Park			1432 San Antonio Avenue
Godfrey Park			281 Beach Road
Grand Street Boat Ramp			North End of Grand Street
Harrington Field			3400 Oleander Avenue
Jean Sweeney Open Space Park			1925 Sherman Street
Krusi Park			900 Mound Street
Leydecker Park			3225 Mecartney Road
Lincoln Park/Harrison Center			1450 High Street
Littlejohn Park			1401 Pacific Avenue
Longfellow Park			520 Lincoln Avenue
Main Street Dog Park			Main St & Navy Way
Main Street Linear Park			Main Street
Main Street Soccer Field			Main Str & Appezzato Pkwy
Marina Cove Waterfront Park			1591 Clement Avenue
Marina Village Park			1030 Marina Village Pkwy
Mastick Senior Center			1155 Santa Clara Avenue
McKinley Park			2165 Buena Vista Avenue
Neptune Park			2301 Webster Street
O'Club			641 West Redline Avenue
Rittler Park			1400 Otis Drive
Shoreline Park			2801 Seaview Pkwy
Tillman Park			220 Aughinbaugh Way
Towata Park			3315 Bridgeway Isle
Underground Teen Center			Veteran's Memorial Building
Veteran's Memorial Building			2203 Central Avenue
Washington Park			740 Central Avenue
Washington Dog Park			Next to Tennis Courts
Woodstock Park			351 Cypress Street



**BUREAU
VERITAS**

THE CITY OF ALAMEDA

AMERICANS WITH DISABILITIES ACT
SELF-EVALUATION AND TRANSITION PLAN RFP

PROJECT BUDGET AND FEE SCHEDULE

January 10, 2022



BUREAU VERITAS | ERIK PILLER
180 PROMENADE CIRCLE, SUITE 150 | SACRAMENTO, CA 95834
P 800.733.0660 | ERIK.PILLER@BVNA.COM

PROPOSED BUDGET AND FEE SCHEDULE

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.

Bureau Veritas Fee Breakdown		
TASK	EST. HOURS	FEE
Program Management Meetings	72	\$12,860.00
ADA Survey - Title II / CASp	304	\$44,476.00
Facilities	222	\$32,583.50
Parks	82	\$11,892.50
Public Outreach Meetings (2) & Council (1)	60	\$7,200.00
Comprehensive Transition Plan / Reporting	904	\$108,420.00
Facilities Reports	490	\$58,770.00
Parks Reports	274	\$32,370.00
Transition Report	140	\$17,280.00
Public Rights-of-Way Survey / Reporting (Budget)	866	\$172,626.00
Based on 260 Miles of Sidewalk		
Based on 2900 Curb Ramps	<i>Per Mile Rate</i>	
Based on 89 Signalized Xings	<i>663.95</i>	
Other	156	\$19,360.00
Training	44	\$5,360.00
Program and Policy Review	112	\$14,000.00
LUMP SUM TOTAL		\$364,942.00

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments:	50% of per site fee
Delivery of Draft Reports:	45% of per site fee
Delivery of Final Reports:	5% of per site fee

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal # 143819.20P or invoice number is clearly identified on all payments and correspondence for proper credit.



**BUREAU
VERITAS**

THE CITY OF ALAMEDA

AMERICANS WITH DISABILITIES ACT
SELF-EVALUATION AND TRANSITION PLAN RFP

January 10, 2022



BUREAU VERITAS | ERIK PILLER
180 PROMENADE CIRCLE, SUITE 150 | SACRAMENTO, CA 95834
P 800.733.0660 | ERIK.PILLER@BVNA.COM

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A. COVER LETTER

January 10, 2022

Public Works Department
Attn: Mike Billington
City Hall West
950 West Mall Square, Room 110
Alameda, CA 94501



RE: ADA Self-Assessment and Transition Plan RFP

Dear Mr. Billington,

Thank you for taking the time to review Bureau Veritas Technical Assessments, LLC's (Bureau Veritas) qualifications in response to the City of Alameda's RFP for ADA Self-Assessment and Transition Plan. The following proposal details our capability to execute this project.

Proven Experience | Bureau Veritas has extensive experience providing ADA Assessments for City, County and State Government entities. We are licensed in the State of California and are familiar with all ADA and California codes and regulations. In addition to ADA Self-Evaluation and Transition Plan expertise - Bureau Veritas offers a full suite of services including ADA plan check, inspections, design, and turn-key project management for implementation. BV's code compliance group has performed ADA and CASp plan check and inspections for hundreds of municipalities acting as augmented staff or third party consultants..

Highly Qualified Team | Bureau Veritas is an architecture and engineering firm focused solely on assessment and planning studies, with 700 professionals nationwide. We provide a national broad based Project Team of Accessibility Assessors with backgrounds in Architecture, Civil Engineering, Landscape Architecture, and Construction.

ADA Experience | Our Assessment teams have performed similar services for clients including:

- City of Tracy, CA
- Hayward Recreation and Parks, CA
- City of Napa, CA
- Ambrose Parks and Recreation District, CA
- Sonoma County, CA
- Humboldt County, CA
- City of Industry, CA
- City of Garden Grove, CA
- City of Brea, CA
- City of Orange, CA
- Gavilan College, CA
- University of Nevada, Reno, NV
- City of Rancho Cucamonga
- San Bernardino County
- City of Pomona
- City of Montebello

We appreciate the opportunity to present our qualifications for these services and look forward to working with the City of Alameda. I am authorized to bind Bureau Veritas to all terms, conditions, and commitments made in this proposal. Please contact me at 800.733.0660, ext. 2704 or erik.piller@bureauveritas.com to further discuss our qualifications.

Sincerely,

Erik Piller
Senior Vice President

B. PROJECT APPROACH AND PROPOSED SCOPE OF SERVICES

BV understands that we will provide consulting services to ensure that the City complies with all aspects of the Americans with Disabilities Act (ADA), State of California, PROWAG, and local accessibility regulations with regards to its public buildings, programs, and services. The work will ultimately produce an ADA Transition Plan including a schedule of improvements necessary to meet the regulations, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

Proposed Project Approach

BV understands that we will provide consulting services to ensure that the City of Alameda ("City") complies with all aspects of the Americans with Disabilities Act (ADA), the State of California, PROWAG, and local accessibility regulations with regards to its sidewalks and signalized intersections.

The scope of work, as defined by the City, includes:

- ADA Self Evaluation
 - Physical Assessment of Sidewalks, Curb Ramps, Parks, and Buildings
 - Assessment of Policy and Programs
 - Accessibility Transition Plan

BV will complete the following:

- Conduct comprehensive accessibility assessment and inventory of sidewalks, curb ramps, and crosswalks identified by the City.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.
- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the City.
- Deliver draft and final reports per protocol established by the City.
- Maintain the electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.

Implementation Plan

BV will conduct a kick-off meeting with the City to define communication channels and the scope of work, and to review the site list.

Prior to the kick-off meeting, BV will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior Accessibility Transition Plans or Self Evaluations
- Site Plans and Maps
- Current Reasonable Accommodation Policy
- Current reasonable accommodation policy
- Intersection / street / curb plans / previous side walk survey

Initial discussions with City Staff will include the following elements:

- Roles and lines of communication between and within both the City and BV.
- Protocols for interaction between all parties throughout the project. Contact information should include office and cell numbers for 2+ contacts with appropriate City Staff and BV.

Exhibit B

- Field assessment logistics: Outline areas of the City's highest priority for any assessment to be completed during a pilot phase, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible.
- Strategies for connectivity between isolated urbanized areas.

Field schedules and management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, BV will deploy trained accessibility assessors with backgrounds in Accessibility, and PROW assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

Experience with Standards and Guidelines



BV has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the California Building Code, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City of Alameda and by public survey results. BV is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

In the PROWAG sections regarding Discussion of Provisions and New Constructions, the Access Board discusses the importance of measuring sidewalk roughness for wheelchair user safety. As a result, the Access Board funded research that members of our technology partner (pathVu) conducted to investigate the effects of pathway roughness on wheelchair user comfort and vibration exposure. Research showed that extended exposure to high levels of vibration can lead to neck and back pain in wheelchair users. Further, it showed that vibration exposure is directly correlated with pathway roughness.

In 2016, pathVu (our PROW technology partner) published standard ASTM E3028-16: Standard Practice for Computing Wheelchair Roughness Index as Related to Comfort, Passability, and Whole Body Vibrations from Longitudinal Profile Measurements (<https://www.astm.org/Standards/E3028.htm>). ASTM E3028 provides a standard method to measure pathway roughness related to wheelchair user comfort and vibration exposure.

BV uses the pathMet tool, developed by the pathVu team, which was designed during the project to specifically measure WPRI roughness and other ADA characteristics. Our technology partner, pathVu, is unaware of other tools that are capable of measuring WPRI according to this standard. The pathVu team has published their research findings with the Access Board (<https://www.access-board.gov/research/completed-research/surface-roughness-final-report>) and has established recommended WPRI thresholds which have been published in the Journal of Assistive Technology. Measuring pathway roughness is a critical piece in considering an accessible environment for wheelchair users and should be considered when conducting any type of ADA assessments.

Program Access and Policy Review

BV is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. BV's goal is to assist the City in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, BV will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

Exhibit B

An assessment of the City's programs will be performed. The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the Client's programs as defined by the DOJ will be evaluated through discussions with Client staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

BV will meet with the designated representatives of the City to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. BV will evaluate the issues and experiences with respect to the provision of services to people with disabilities. A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to BV as part of the Client's request for a proposal. As such, BV has limited the review of said programs and communications to eighty (80) man hours. BV will work with the Client to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, BV will work with the Client to determine if providing full access to the program would be an "undue financial and administrative burden." Determinations regarding a finding of an "undue financial and administrative burden" require specific documentation as set forth in the Title II regulations.

Facility and Park Assessments

An experienced accessibility field observer will visit each property to observe the general condition of the trailhead, parking, and facility interior and exterior improvements. BV will review available documents in order to familiarize themselves with each facility's specific accessibility issues. BV will conduct a walk-through visit of each site in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.



As a part of the assessment process, BV will meet with a client representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at client offices reviewing the entire client inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, adjacent sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives. The field observer may also question those knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by the City that could aid BV's knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), applicable Architectural Barriers Act (ABA) Standards for Outdoor Developed Areas, as well as any more stringent accessibility standards defined by the State of California and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera to evaluate existing elements to determine if barriers are present. S/he will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the Client and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms
- Removal of remaining barriers



The field checklists will incorporate the applicable standards. Sample included below.

PARKING (see Guidance Section) AND PULL-UP/DROP OFF AREAS	YES	NO	N/A	NOTES	ADA 2010 Section
Are adequate ADA parking stalls provided? See Table 208.2 in Guidance. Evaluate each parking lot/facility separately.				Total pkg. including accessible= Van accessible pkg= Car accessible pkg.=	208.2
Are accessible stalls located on the shortest route to accessible entrance?					208.2
Are accessible stalls dispersed where parking lot serves more than 1 entrance/facility so that spaces are on shortest accessible route to each?					208.3.1
Is each parking stall and access aisle separate from accessible routes?					502.7
Is each stall and access aisle a max. 2.08% grade (1:48) in all directions?					502.4

The BV Team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. BV will identify existing non-compliant conditions, including but not limited to, the elements specified below (if specified):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Interior finishes, floors, base, and walls
- Work surfaces
- Drinking fountains and water coolers
- Entrances and exits
- Water closets
- Toilet stalls
- Urinals
- Lavatories, mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Controls/operating mechanisms
- Storage
- Handrails, grab bars, tub/shower seats
- Alarms (visual, audible)
- Detectable warnings
- Telephones
- Signage (Braille, visual)
- Seating and tables
- Switches and outlets
- Assembly areas
- Sidewalks and walkways
- Parking
- Pools/aquatic facilities
- Recreational assets
- Playgrounds and play areas

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, BV will discuss these solutions in advance with City Staff. BV will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

Public Rights-of-Way Evaluation

The BV team will conduct surveys of public rights-of-way. Starting with collector streets, secondary highways, and major thoroughfares, the surveys will progress to the City's residential and other streets or as designated by the City. Prior to initiating the public right-of-way portions of the contract, BV will confirm the list of sidewalks, streets and signalized intersections that will be analyzed.

BV will systematically survey the sidewalk and street crossing surface environment every 10 linear feet for compliance with state, local, and Federal accessibility standards. BV will document changes in level, horizontal openings, upheavals, and other pathway events that may pose a barrier or potential hazard in the sidewalk and street crossing environment. Any major impediments and obstructions between the 10 linear foot sample markers will be recorded.

BV will capture deficiency data for transit stops, signalized intersections, and un-signalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

Signalized intersections, while technically not part of the 2010 Standards for Accessible Design, are required to comply with Americans with Disability Act (ADA) if federally funded through section 504.

Bureau Veritas (BV) uses the requirements for Accessible Pedestrian Signals (APS) as defined in the Manual on Uniform Traffic Control Devices (MUTCD). BV looks at push button locations in relation to the accessible route, required elements on the push button, monitors time from button activation to walk signal, the time allowed to cross the intersection. If the APS is equipped with tones for the visually impaired, BV will measure the audible levels compared to the ambient noise and make sure the indicate a true sense of direction.

The deliverable of the public rights-of-way survey will be in the form of an executive summary and priority listing by street segments rather than an exhaustive data collection exercise that details each sidewalk deficiency.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

Public Rights of Way Assessment Process (PROWAP) Technology

The BV team will utilize a proprietary PROWAP engineered by PathVu to efficiently and accurately assess the conditions that exist in the sidewalk environment within the Client's jurisdiction. An assessment coordinator utilizes pathMet, a pushcart system, along each sidewalk corridor, which systematically evaluates the sidewalk surface and environment for compliance with state and federal accessibility standards. The system automates the process of discovering and documenting changes

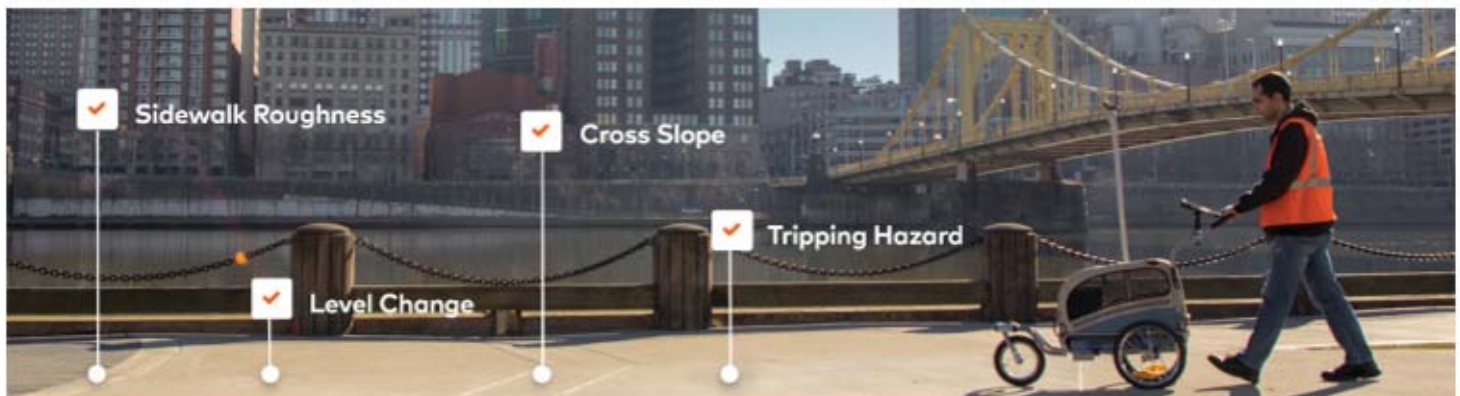
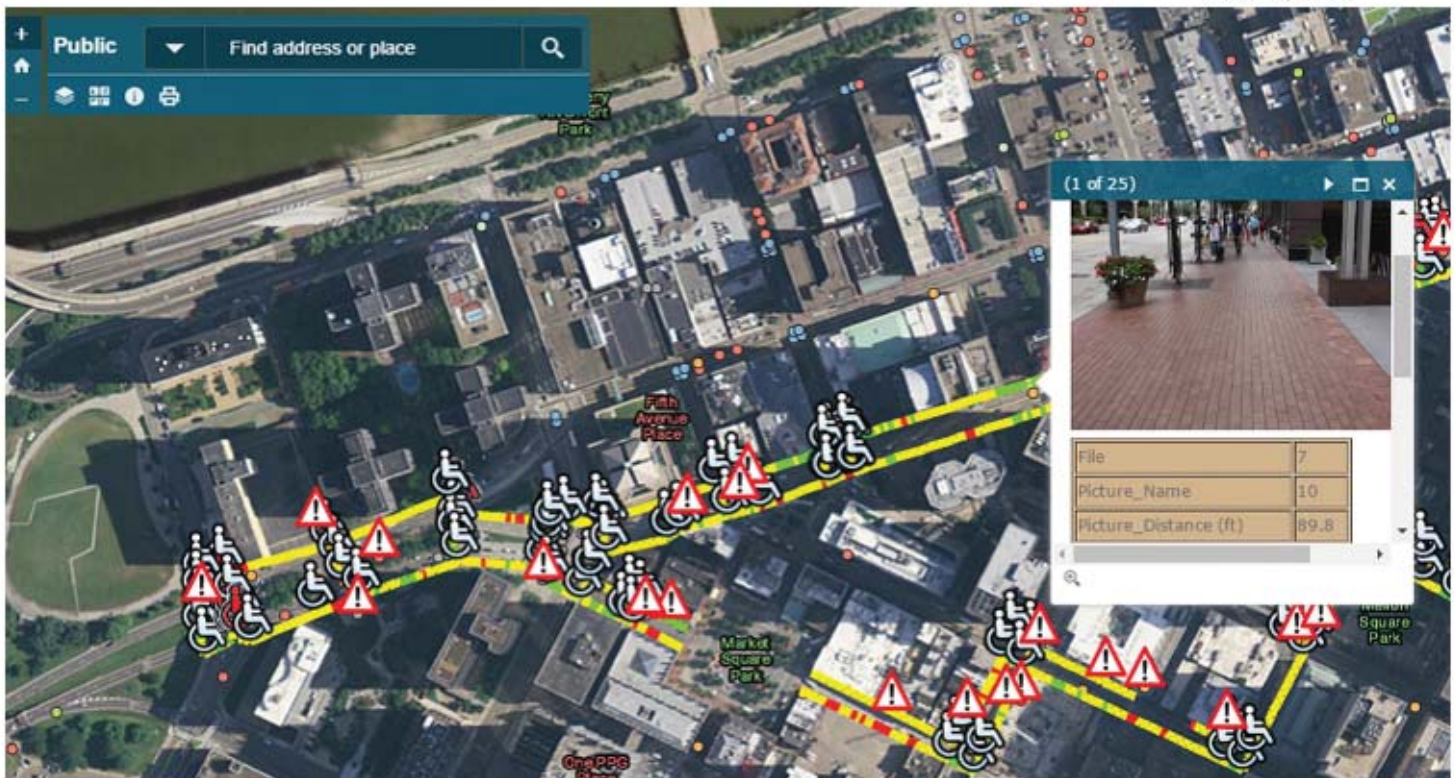


Exhibit B



in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk environment. The PROWAP system provides spatial information about the features discovered, including GPS data, a digital image, and the distance along the stroll path. BV is able to provide an objective high-resolution data that inventories and characterizes sidewalk conditions. The collection device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index allowing for prioritization based upon the customer's needs.

Deliverable

The sidewalk data collected is integrated, along with various 3rd party data, into the pathVu data analytics platform and is processed to provide a characterization of a span of the sidewalk. Condition and grade information are all combined to provide a comprehensive view of a walkability network and enables engineering firms and municipalities can use to prioritize and spec the sidewalk repairs and upgrades. Reports from both data collection tools are combined and presented to the customer in GIS and Shapefiles.

The sidewalk and street crossing reports will include the following:

- Conversion of field data into the agreed upon format for import and use by the Client.
- Spreadsheet data in Microsoft Excel format that contains a worksheet with the collected data for each feature type assessed, as well as a worksheet that contains the best path of travel data.
- Relatable tables (including GPS coordinates) in a file that contain the results of the assessment.

Public Outreach

BV has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities. BV will arrange for and conduct a public outreach meeting for the community at large. BV will reach out to local disability rights and service organizations for their valuable community input.

BV's goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. BV will provide barrier removal recommendations to improve the pedestrian pathways and sidewalks necessary to comply with the applicable standards to provide access.

Exhibit B

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website.

PUBLIC SURVEY RESULTS FOR CITY BUILDINGS					
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

Transition Plan

The public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all PROW assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical barriers under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, BV notes work that shall remove physical barriers in existing PROW, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a sidewalk or intersection is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible. BV will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website. Following the public meeting, BV will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Exhibit B

Following the review and inclusion of public comments in the Transition Plan, BV will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. BV will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, BV will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

Deliverables

Deliverables are as follows:

- Draft and Final ADA Compliance PROW Assessment Reports for City sidewalks and intersections submitted in electronic format (prioritized by road segments)
- Draft and Final ADA PROW Transition Plan submitted in electronic format
- Final Transition Plan Meeting

The assessment reports are provided in electronic format and are typically represented in three formats:

1. Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of PROW barriers.
2. Excel® spreadsheet containing code references, existing conditions, resolution of the barrier, and cost data for each barrier.



BV will provide an ADA report for designated road segments assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable PROWAG/ADAAG/state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by designated road segments. Reports will include an executive summary, including a summary cost table identifying the estimated cost to correct PROW deficiencies. The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Line data and point data can be spatially displayed via the GPS information recorded for the stations and features they contain. Segment Summary data is a table of information about each segment that is derived from the collected data. Feature data is separated into three different tables. The first is the spatial feature summary that contains the spatial location and type information for each feature collected. The second feature is a table created for each individual feature type collected contain the specific attribute data for that feature type. The third table is the compliance table that derives the compliance of each feature based on a series of queries comparing the collected data and the minimum requirements of the Draft Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Both the feature data and compliance data can be joined or related to the spatial feature summary table via a unique ID that the PROW software generates.

BV will use our web-based data collection tool, ADA AssetCALC™ for the PROW assessments, and for components of the Transition Plan. ADA AssetCALC™ gives BV the ability to generate cost tables for road segments. Similar types of barriers can be queried within the database across all PROW coordinates, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be captured to be viewed as a photo log or individually, when reviewing a specific barrier. BV will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. BV will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all City comments have been addressed.

Cost Estimating

BV's data collection system has pre-planning estimated costs' feature built into our capabilities. BV will at no additional charge provide cost estimates for removal of barriers and improvements. ADA AssetCALC™ cost estimating database is based on both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates the cost estimating system with information received from the field. Through construction monitoring work, BV has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows BV to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means' models.

Typically, barrier removal order of magnitude (pre-planning level) cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs.

The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage of barrier removal, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. The scope of work and details on adjacent impacted spaces have an impact on overall project costs, and therefore, ADA AssetCALC™ cost estimates are pre-planning level barrier removal cost estimates.

Project Management

BV will ensure the work is finished on schedule first, by preparing a complete project schedule. We will update the schedule weekly. We will schedule 2 weeks out with any required notifications to public works staff. 48 hours in advance of each assessment we will confirm with staff. We will have an additional team in reserve to assist if a team member has an issue during the field assessment. If a team gets behind in preparing reports, we will not send them back in the field, we will use the reserve team to perform assessments until the primary team is caught up.

We will manage the quality process using our 5-point quality plan – explained in the project approach. This plan ensures quality during all phases of the project Overall Project Technical Review – includes scope review - review of field instructions consistent with the scope – review of existing reports and information prior to field work commencing

- 1. Initial Report Reviews** – review by senior staff or each report prior to submission of draft. BV will have dedicated review staff working solely on report reviews to ensure consistence in results.
- 2. Quality Assurance of Field Work** – the program manager will ensure a sample of sites are reviewed and compared to submitted results.
- 3. Database Validation** – aggregated results of the field work will be reviewed and anomalies identified will be flagged for additional review. This insures consistence across the entire portfolio and can often identify incorrect cost estimates, or areas where field observations are not correctly identified in the reports.
- 4. Final Quality Review** – before final reports are delivered a final review of each report will be done by a senior manager dedicated to the project.

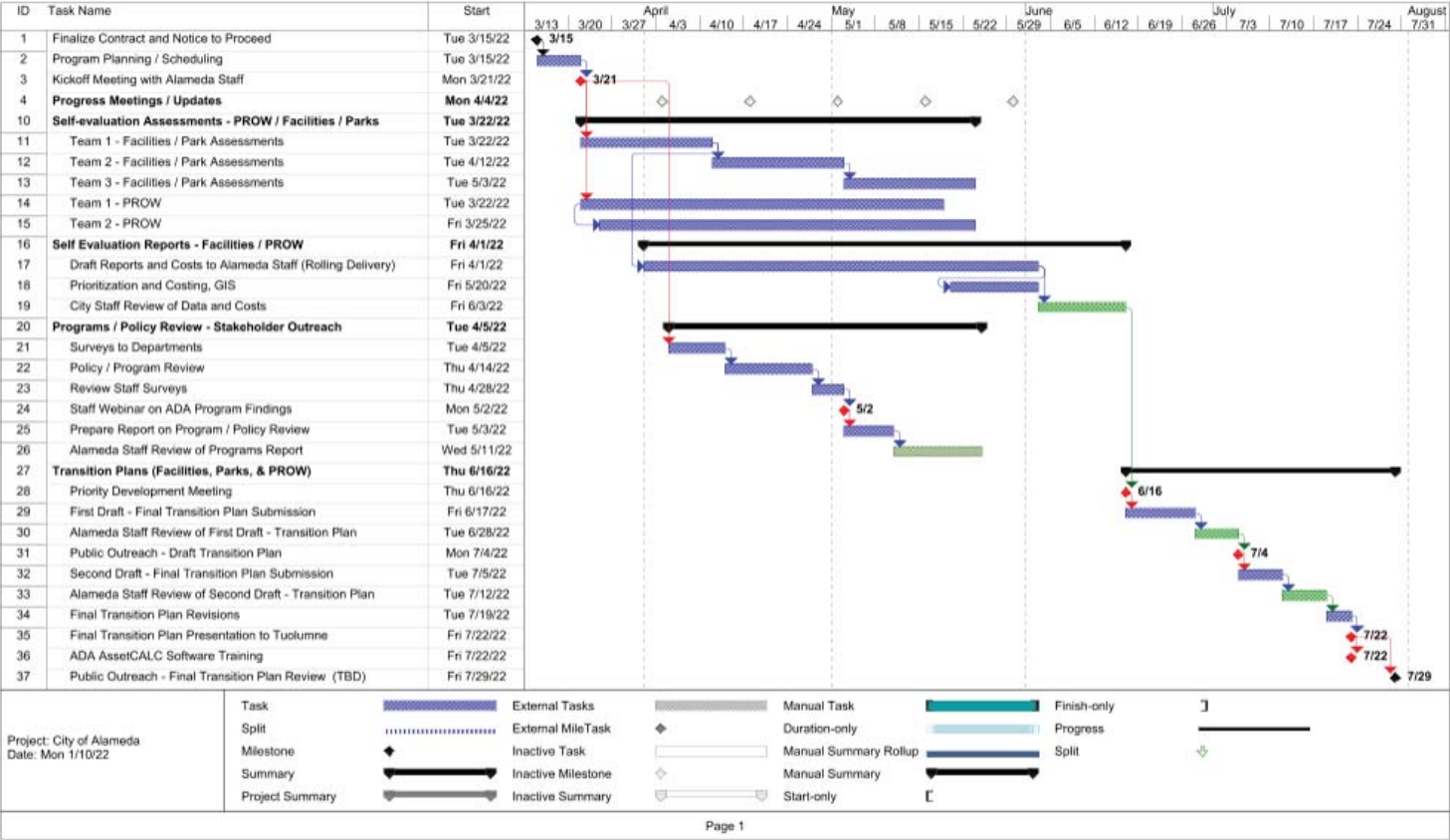
Manage team resources BV will have a dedicated program manager responsible for managing all day to day activities of the team. If it is necessary to replace a team member during the project, the program manager will submit resumes for approval prior to any field activities for additional field staff.

Communication BV understands communication is one of the keys to a successful project. We will establish a weekly meeting time at the project kickoff. Notes will be taken and submitted the same day as the weekly meeting. If issues are encountered in the field they will be communicated on the same day and summarized in the weekly report.

Identify and handle risk Our field staff are trained to communicate if they feel there is any situation on site that puts them at risk and will communicate those to the program manager. Safety is an absolute for Bureau Veritas. BV works hard to navigate new challenges—just as we have done over the last two centuries. We continue to remain vigilant in our safety practices so that both the City and BV employees are safe.

Schedule

Bureau Veritas has the required resources to perform the project in a timely manner. The proposed schedule below is open to discussion between the City of Alameda and Bureau Veritas.



C. EXPERIENCE AND QUALIFICATIONS

Profile

Founded in 1986, Bureau Veritas Technical Assessments LLC (Bureau Veritas) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 700 building professionals nationwide, including Certified ADA Specialists, Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Annually, Bureau Veritas conducts thousands of assessments for Private, Industrial, Government, K-12 Education, and Higher Education Clients. Having successfully completed assessments of several million square feet of building space, Bureau Veritas has developed a proven and efficient methodology for the performance of field assessments, and data collection.

Services

- ADA Accessibility Compliance
- Facility Condition Assessments
- Space Analysis
- Educational Adequacy
- Capital Needs Assessments
- Energy Studies
- Capital Planning
- Feasibility Studies
- Project Management
- Construction Monitoring
- Plan and Document Review
- Inventory, Barcoding and Tagging
- Capital Planning Software
- Preventive Maintenance

What We Do



Company Information

Name of Company: Bureau Veritas Technical Assessments LLC

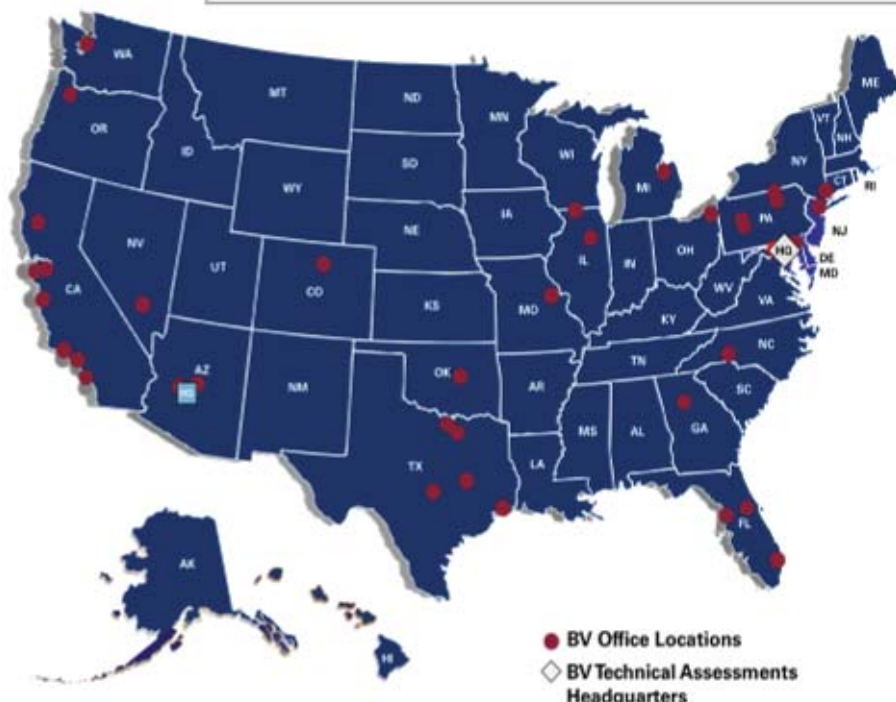
Year Founded: 1986

Headquarters Address: 10461 Mill Run Circle,
Suite 1100
Owings Mills, MD 21117

Primary Contact: **Erik Piller**
Sr. Vice President

Telephone: **(800) 733-0660, ext. 2704**

Email: **Erik.Piller@bvna.com**



Relevant Project Experience

BV has proven relevant experience with the codes and regulations applicable to the City's project. BV's history of successful performance demonstrates a competency in the following code/regulatory areas:

- 2010 ADA Standards for Accessible Design
- ADAAG / ABA / UFAS
- 2009 ICC/ANSI A117.1
- Local Building Codes
- ADA/504 Compliance
- PROWAG
- BOCA (Certified Inspectors on staff)
- NFPA
- AHERA
- USEPA Standards
- OSHA Codes and Regulations
- ASHRAE Standards related to Indoor Air Quality and Design

Projects completed by BV similar in scope to the City's project are as follows:

CLIENT	STATE	SERVICES	YEAR COMPLETED
Rancho Cucamonga	CA	ADA Transition Plan	Ongoing
San Bernardino County	CA	ADA Transition Plan	Ongoing
Sonoma County	CA	FCA & ADA Assessment	Ongoing
City of Tracy	CA	ADA Transition Plan	Ongoing
State of Washington Parks & Recreation	WA	ADA Transition Plan	2020
City of Napa	CA	FCA& ADA Assessment	2020
City of Redmond	WA	ADA Assessment	2020
City of Lexington	NC	ADA Assessment	2020
State of Hawaii	HI	ADA Study	2019
University of Nevada, Reno	NV	ADA Assessment	2019
Hayward Recreation and Park District	CA	ADA Assessment	2019
City of El Segundo	CA	FCA and ADA Assessment	2019 - 2022
City of Garden Grove	CA	FCA and ADA Assessment	2019
City of Brea	CA	FCA and ADA Assessment	2019
Atlanta Housing Authority	GA	ADA Assessment	2019
Town of Acton	MA	ADA Assessment	2018
Town of Revere	MA	ADA Assessment	2018
City of Rockville	MD	ADA Assessment	2018
New Hanover County	NC	FCA and ADA Assessment	2018
Kimco	Nationwide	FCA and ADA Assessment	2018
City of Wilmington	DE	ADA Assessment	2018
MD Nat'l Capital Park & Planning Commission	MD	ADA Assessment	2017
MetroParks of the Toledo Area	OH	FCA and ADA Assessment	2017
Arlington County	VA	ADA Assessment	2017
Montgomery County Schools	MD	ADA Assessment	2017
City of Orange	CA	FCA and ADA Assessment	2016
City of Monterey	CA	CASp Study	2016
Ambrose Parks and Recreation District	CA	ADA Assessment	2016
City of Springfield Housing Authority	MA	ADA Assessment	2016
Rockdale County	GA	ADA Assessment	2016
Montgomery County Parks	MD	ADA Assessment	2016



**BUREAU
VERITAS**



PROJECT PROFILE

CITY OF TRACY

ADA ASSESSMENT AND TRANSITION PLAN

Bureau Veritas under the management of CASp consultants performed comprehensive accessibility assessment and inventory of parks and their respective facilities.

BV ensured compliance with applicable standards, regulations, and codes for accessibility. During the site visits we observed, documented, and photographed specific conditions and modifications of parks, restrooms, and components subject to federal, state, and local access requirements.

BV established order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.

Our scope included maintaining an electronic database that the City can use to track barrier removals as each is completed.

KEY PERSONNEL

Erik Piller - Project Executive
 Matt Anderson, RA - Program Manager
 Bryon Scott - QA/QC Manager
 Jen Etten - CASp
 Brian Manternach - CASp
 Tracy Trisko - Report Reviewer
 Susan Lloyd - Report Reviewer



LOCATION

Tracy, CA

SERVICE

ADA Assessment
 Transition Plan

SIZE

206 Acres
 71 Parks & Facilities

FACILITY TYPE

Recreational Facilities

COMPLETION

2019 - 2022

FEE

\$140,000.00

REFERENCE

Kevin Jorgensen CBO, CFM,
 CASp, Chief Building Official
 City of Tracy
 333 Civic Center Plaza
 Tracy, California 95376
 (209) 831-6400-office
 (209) 831-6415-direct
kevin.jorgensen@cityoftracy.org



Exhibit B


**BUREAU
VERITAS**

PROJECT PROFILE

HAYWARD AREA RECREATION AND PARK DISTRICT

FACILITY CONDITION ASSESSMENT, ADA TRANSITION PLAN, AND ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BVTA)* was awarded a contract for the Hayward Area Recreation and Park District. Services included a comprehensive facility condition assessment, energy audits, and an ADA transition plan.

The district required a comprehensive building evaluation including architectural, structural, mechanical, electrical, plumbing and code compliance evaluations. The scope included corrective recommendations, budget estimates for the corrective work, and an estimated schedule for the completion of all recommended corrective work at the District owned facilities.

Our scope included providing preventive maintenance recommendations for major systems. BVTA also conducted an energy audit at each facility utilizing ASHRAE Level 2 protocols.

BVTA has also conducted an ADA Self Evaluation and Transition Plan which scope includes a schedule of improvements necessary to meet ADA requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

BVTA used AssetCALC software for data collection and capital planning reports.

KEY PERSONNEL

Erik Piller - Project Executive
 Matt Anderson, RA - Program Manager
 Bryon Scott - QA/QC Manager
 Tracy Trisko - Report Reviewer
 Brian Manternach - Assessor
 Susan Lloyd - Assessor
 Jen Etten - CASp

*Bureau Veritas Technical Assessments LLC was formerly known as EMG.

LOCATION

Hayward, CA

SERVICE

Facility Condition Assessment
 ADA Transition Plan
 Energy Audit

SIZE

88 Parks & Facilities
 603 Acres
 193,000 SF

FACILITY TYPE

Parks
 Community Centers
 Senior centers
 Admin Buildings
 Corp Yard

COMPLETION

2018 - 2020

FEE

\$371,000.00

REFERENCE

Meghan Tiernan
 Hayward Area Recreation and Park District
 1099 East Street
 Hayward, CA 94541
 (510) 881-6712
 Tiern@haywardrec.org



Exhibit B



PROJECT PROFILE

CITY OF EL SEGUNDO

FACILITY CONDITION ASSESSMENT AND ADA
TRANSITION PLAN

Bureau Veritas Technical Assessments LLC (BVTA)* was awarded a contract for citywide Facilities Condition Assessment (FCA) and ADA Transition Plan in order to provide the City with guidance on how to best operate, maintain, and upgrade the facilities in the short- and long-term.

Our facility assessment services include life cycle analysis, equipment/asset inventory, barcoding, and preventive maintenance plans. The data collected will be migrated to the City’s CMMS platform and used to formulate a capital plan.

BVTA conducted site evaluations and documented the condition of existing facilities, perform non-destructive investigations of building, structural, architectural, ADA access, fire/life safety, MEP, energy, environmental, and roofing systems. We provided cost estimates to replace or replace building systems and generate a Facilities Condition Index (FCI) benchmark for each building.

The City required an ADA Self-Evaluation and Transition Plan for all facilities. BVTA inspected the sites and provided a list of prioritized barrier improvements with an order of magnitude cost estimates. Part of our deliverable was a “live” transition plan utilizing our ADA AssetCALC™ database platform.

KEY PERSONNEL

- Erik Piller - Project Executive
- Bryon Scott - Program Manager
- Tracy Trisko - Report Reviewer
- Susan Lloyd - Assessor
- Jen Etten - CASp

LOCATION

El Segundo, CA

SERVICE

Facility Condition Assessment
ADA Transition Plan

SIZE

31 Facilities
262,367 SF

FACILITY TYPE

- Parks
- City Hall
- Senior Center
- Community Center
- Maintenance Facility
- Water Division
- Fire & Police Stations

COMPLETION

2018 - 2022

FEE

\$250,000.00

REFERENCE

Public Works Department
350 Main Street
El Segundo, CA 90245
(310) 524-2300

*Bureau Veritas Technical Assessments LLC was formerly known as EMG.



Exhibit B


**BUREAU
VERITAS**

PROJECT PROFILE

CITY OF RANCHO CUCAMONGA

ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas Technical Assessments LLC (BVTA) worked with Owen Group to perform ADA Title III assessments for the City of Rancho Cucamonga. The facilities assessed included 7 fire stations, police facilities, 31 parks, 100 miles of bike paths and trails, sports and recreation facilities, community and senior centers, public libraries, an animal shelter, and support facilities. The project scope also included the assessment of public rights-of-way (PROW): 13.5 miles of sidewalk, 3,000 curb ramps, 207 traffic signals, and 1,200 parking stalls.

The goal of the assessment was to define the City's ADA deficiencies and develop a transition plan to bring the City's facilities into compliance with Federal ADA regulations. The assessment team developed a methodology for collecting facility data addressing such concerns as non-compliance, condition, and future facility management and operational needs. The team compiled a comprehensive inventory of City buildings, noting such attributes as description, size, condition, code, and ADA compliance.

The team provided a report detailing the findings at each facility, a database of the findings, and recommended a transition plan to implement over the next 10 years. Each report and database included a detailed description of each deficiency. The report was organized to include a narrative description of the deficiencies, applicable guidelines, viable corrective action, location description, and color digital photos of all recorded deficiencies.

This evaluation of PROW identified and recorded any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following: assessment of the Pedestrian Right-of-Way (Sidewalks), Assessment of Curb Ramps, Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections.

KEY PERSONNEL

Erik Piller - Project Executive
Bryon Scott - Program Manager
Tracy Trisko - Report Reviewer
Susan Lloyd - Assessor

Ja'Vondrick Orange - Assessor
Justin Vang - Assessor
Jen Etten - CASp

LOCATION

Rancho Cucamonga, CA

SERVICE

ADA Assessment
ADA Transition Plan

SIZE

554,063 SF
53 Facilities
13.5 miles of Sidewalk
3,000 Curb Ramps

FACILITY TYPE

Parks & Trails
Sports Centers, AAA Ballpark
Community & Senior Centers
Libraries
Fire Stations & Police Facilities
Corp Yard & Support Facilities
Public Rights-of-Way

COMPLETION

Ongoing (2021)

FEE

\$290,282.56

REFERENCE

City of Rancho Cucamonga
Ty Quaintance
Facilities Superintendent
(909) 774-4102 x4148
Ty.quaintance@cityofrc.us

D. TEAM ORGANIZATIONAL STRUCTURE

Erik Piller | Project Executive

Mr. Piller will oversee all contractual aspects of the project and will be available to meet with the City for the duration of the project on an as-needed basis. He will be responsible for defining the scope of engagement, and will meet regularly with BV's Project Manager and Assessment Team to assure the City needs are met, and that the project is adequately staffed, running smoothly, and on schedule. Mr. Piller will serve as the lead person who can respond to the City's questions.

Matthew Anderson, RA | Program Manager

Mr. Anderson will manage the Assessment Team and meet with the City on an agreed-upon basis to ensure project success. Mr. Anderson will be accountable for the overall BV Team performance and will be responsible for delivering the assessment results, and for working with the City to develop the implementation plan based on the results. He will have full responsibility for the delivery of the overall project.

Bryon Scott, ADAC | Quality Assurance Manager

Mr. Scott will provide general oversight of this project, assuring technical, process, and content quality; and provide quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project. The Quality Assurance Manager conducts spot checks and random report reviews by selecting a sample of assets in each phase of the process, including the assessment / fieldwork stages, report preparations stages, review stages, and data validation (software) stages. Mr. Scott is responsible for technical review of deliverables.

CASp Oversight and Resources

BV will utilize at least two CASp employees on this project. They will share in both data collection, data collection supervision, report writing, and overall peer review of the final transition plan.

Assessment Team

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process, interview staff, and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment report.

Resumes are included on the following pages.



Erik Piller

PROJECT EXECUTIVE



Matt Anderson, RA

PROGRAM MANAGER



Bryon Scott, ADAC

QUALITY ASSURANCE MANAGER

FIELD TEAM



E. ESTIMATED LABOR HOURS

Bureau Veritas Fee Breakdown							
TASK	TEAM ROLE						TOTAL HOURS
	Program Manager	Assessor/ Project Manager I	Assessor/ Project Manager II (CASp)	Technical Report Reviewer	Quality Assurance Manager	Administrative	
Program Management Meetings	56		12	4			72
ADA Survey - Title II / CASp	16	144	144				304
Public Outreach Meetings (2) & Council (1)	24	24				12	60
Comprehensive Transition Plan / Reporting	114	207	207	266	24	86	904
Public Rights-of-Way Survey / Reporting	10	848	8				866
Other Training Program and Policy Review	16		96	32		12	156

F. RESUMES AND QUALIFICATIONS OF PROPOSED PERSONNEL



ERIK PILLER

PROJECT EXECUTIVE

Mr. Piller has 18 years of experience in client coordination of assessment, architectural-engineering, energy consulting, and construction phase services. He has been involved with projects of similar scope to the proposed project. As Project Executive, Mr. Piller is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BV's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

PROJECT EXPERIENCE:

YEARS OF EXPERIENCE: 18

City of Tracy, CA
ADA Study and Transition Plan

City of El Segundo, CA
FCA & ADA Study and Transition Plan

City of Rancho Cucamonga, CA
ADA Assessment and Transition Plan

Hayward Area Park and Recreation District, CA
ADA Transition Plan, Facility Condition Assessment, and Energy Audit

Ambrose Parks District, CA
Facility Condition Assessment / ADA Transition Plan

City of Brea, CA
ADA Transition Plan of Facilities, Parks, and PROW of 175 Miles of Sidewalk

City of Orange, CA
Facility Condition Assessment & ADA Transition Plan

City of Redmond, WA
ADA Study and Transition Plan



Industry Experience

Government
K-12 Education
Multi-Family Housing

Higher Education
Industrial
Office

Retail
Hospitality



MATT ANDERSON, RA

PROGRAM MANAGER

Mr. Anderson is a registered architect with experience in the assessment and design of residential projects in addition to construction management processes and procedures. He routinely supervises teams of architects and engineers conducting property condition assessments. He also specializes in cost estimating, government programs, and an array of other services. As Program Manager, Mr. Anderson is responsible for the schedule and technical content of BV's work. He is the main point of contact for the client throughout the project.

PROJECT EXPERIENCE:

Hayward Area Park and Recreation District, CA

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

City of Tracy, CA

ADA Study and Transition Plan

City of Napa, CA

ADA Transition Plan and Facility Condition Assessments

Ambrose Parks District, CA

Facility Condition Assessment / ADA Transition Plan

Sonoma State University, CA

ADA CASp Study

City of Fremont, CA

Facility Condition Assessment and ADA Visual Survey

City of Milpitas, CA

Facility Condition Assessment and Visual ADA Survey

City of Redmond, WA

ADA Study and Transition Plan

State of Washington Parks Commission, WA

Statewide ADA Survey of 160 Parks

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Architecture, California Polytechnic University

Registration

Registered Architect | CA | C15753



BRYON SCOTT, ADAC

QUALITY ASSURANCE MANAGER

Mr. Scott is a Lead Project Manager with BV. He has 21 years of Construction Management and is a Certified ADA Coordinator, and uses this knowledge to identify ADA barriers, minimize litigation risk, improve customer accessibility, and enhance customer satisfaction. Mr. Scott is a regular speaker at ADA Coordinator's meeting on Title II and Title III subjects.

PROJECT EXPERIENCE:

YEARS OF EXPERIENCE: 15

City of Tracy, CA

ADA Study and Transition Plan

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

Hayward Area Recreation and Parks, CA

ADA Transition Plan, FCA, & Energy Audit

City of Garden Grove, CA

ADA Assessment, Facility Condition Assessment

City of Brea, CA

FCA & ADA Transition Plan of Facilities, Parks

University of Nevada, Reno, NV

ADA Transition Plan

Rockdale County, GA

ADA Assessment

City of Lexington, NC

ADA Assessments & Transition Plan

Town of Acton, MA

ADA Assessment and Transition Plan

City of Revere, MA

ADA Assessment and Transition Plan

City of Wilmington, DE

ADA Assessment and Transition Plan



Education & Certifications

Bachelor of Science, Business Administration, University of Maryland College Park, MD

ADA Coordinator (ADAC)

ADA Coordinator Training Certification Program (ACTCP), University of Missouri



TRACY TRISKO, RLA

FIELD TEAM LEAD

Ms. Trisko is a Senior Project Manager and the Accessibility Technical Lead at BV. She has over 30 years of experience in the residential, K-12 education, higher education, government, and healthcare industries. She is responsible for successful accessibility assessment and Transition Plan results, and is the accessibility technical expert throughout the project.

PROJECT EXPERIENCE:

City of Tracy, CA

ADA Study and Transition Plan

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

City of Brea, CA

Facility Condition Assessment and ADA Assessment (175 miles of sidewalks, 19 facilities, and 10 parks)

Hayward Area Recreation and Parks, CA

ADA Transition Plan, FCA, & Energy Audit

Rockdale County, GA

ADA Assessment and Transition Plan; 42 buildings

Arlington County Department of Parks, Recreation and Cultural Resources, VA

FCA and ADA Assessment; 192 recreational facilities and parks

Town of Acton, MA

ADA Assessment and Transition Plan; 16 facilities

City of Wilmington, DE

ADA Assessment and Transition Plan; 45 facilities

YEARS OF EXPERIENCE: 30+



Education

MBA, Southern Illinois University
Bachelor of Arts, Environmental Design/
Landscape Architecture, University of CA

Registration

Registered Landscape Architect (RLA)



**BUREAU
VERITAS**

Exhibit B

JENNIFER ETTEN, CASP

SENIOR CASP ASSESSOR & PROJECT MANAGER

PROJECT EXPERIENCE:

City of Tracy, CA

ADA Study and Transition Plan

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

City of Garden Grove, CA

Facility Condition Assessment and ADA Transition Plan

Hayward Area Park & Recreation District, CA

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

YEARS OF EXPERIENCE: 11



Education

Bachelor of Arts, Sociology, St. John University

Certification

Certified Access Specialist



**BUREAU
VERITAS**

JUSTIN VANG, CASP

ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

Cotswolds Apartments, CA

ADA Assessment

Kimco Shopping Centers, CA

ADA Assessment

Walgreens, CA

ADA Assessment

Spokane Regional Health District, WA

ADA Assessment

YEARS OF EXPERIENCE: 5



Education

Master of Science, Civil/Structural Engineering,
California State University
Bachelor of Science, Civil Engineering,
University of California

Certifications

Certified Access Specialist | CA | CASp-845



JA'VONDRICK ORANGE ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Rancho Cucamonga, CA
ADA Assessment & Transition Plan

City of Irving, TX
ADA Assessment

Kimco - Nationwide
ADA Surveys

Raleigh Housing Authority, NC
ADA Assessment

YEARS OF EXPERIENCE: 6



Certifications

Accessibility Inspector / Plans Examiner # 9531691



SUSAN LLOYD, ADAC ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Tracy, CA
ADA Study and Transition Plan

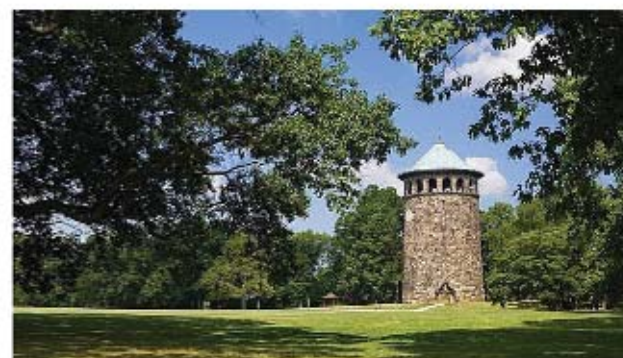
City of Rancho Cucamonga, CA
ADA Assessment and Transition Plan

City of Lexington, NC
ADA Assessment & Transition Plan

City of Garden Grove, CA
ADA Assessment

City of Wilmington, DE
ADA Assessment

YEARS OF EXPERIENCE: 30+



Education

Building Materials Management, Northeast Iowa
Community College

Certifications

Certified Access Specialist
Accessibility Inspector/Plans Examiner

G. CONFLICT OF INTEREST

BVTA has no conflicts of interest for this project.

H. TERMS AND CONDITIONS

BVTA's proposal is predicated upon all the terms and conditions of the RFP. Our proposal is valid for a period of one hundred twenty (120) days from the date of receipt thereof by the City.

A handwritten signature in black ink, appearing to read 'Erik Piller', is positioned above the printed name and title.

Erik Piller
Senior Vice President

**STATEMENT OF WORK ADDENDUM****Integration with CMMS/IWMS**

The ADA barrier data from the Site Assessments can be exported for data migration to most CMMS/IWMS systems. Bureau Veritas (BV) can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration. Once your CMMS provides us with their field maps – we can match their data fields and provide a data file for manual upload by your CMMS into their system including Lucity.

GIS Import

BV can collect GIS data and import longitude and latitude coordinates and other GPS attributes to your mapping platform. This customized approach includes both data review and validation of existing information and use of a database export utility to interface with an ESRI compatible format. The utility will allow data exports to standard formats such as CSV and XLS. This process ensures a controlled environment where output and input fields can be monitored.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Trumbull Insurance Company		27120
	INSURER C: Allianz Global Risks US Insurance Co.		35300
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570093508939 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			USL00159322	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10 AB S41202 AOS 10 AB S41203 HI	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10,000			USL00163322	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
c	Archit&Eng Prof			USF00248022 Claims Made SIR applies per policy terms & conditions	01/01/2022	01/01/2023	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Business Auto Coverage & General Liability Coverage policy.

 DS
 LC 6/8/2022

CERTIFICATE HOLDER
CANCELLATION

City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda CA 94501-7558 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570093508939



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC	
POLICY NUMBER See Certificate Number: 570093508939			
CARRIER See Certificate Number: 570093508939	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
workers Compensation/Employers Liability	
10WNS41200	01/01/22-01/01/23 Trumbull Insurance AR, DC, IN, LA, NE, RI, UT
10WNS41200	01/01/22-01/01/23 Twin City Fire Insurance Company FL, ND, OH, WA, WY
10WNS41200	01/01/22-01/01/23 Hartford Insurance Company of the Midwest AK, ID
10WNS41200	01/01/22-01/01/23 Hartford Casualty Insurance Company MO, WV
10WNS41200	01/01/22-01/01/23 Nutmeg Insurance Company CT, IL
10WNS41200	01/01/22-01/01/23 Hartford Fire Insurance Company NH, OR, PA
10WNS41200	01/01/22-01/01/23 Hartford Accident and Indemnity Company AL, GA, KY, MI, MT, NY, TN, VT
10WNS41200	01/01/22-01/01/23 Property & Casualty Ins Co of Hartford CA, CO, DE, ME, MN, MS, SC
10WNS41200	01/01/22-01/01/23 Hartford Insurance Company of Illinois TX
10WNS41200	01/01/22-01/01/23 Hartford Insurance Company of the Southeast KS, MD
10WNS41200	01/01/22-01/01/23 Hartford Underwriters Insurance Company AZ, HI, NC, NJ, SD, VA
10WNS41200	01/01/22-01/01/23 Sentinel Insurance Company, Limited IA, NM, NV, OK
10WBR41201	01/01/22-01/01/23 Twin City Fire Insurance Company WI
10WBR41201	01/01/22-01/01/23 Hartford Underwriters Insurance Company MA
10WBR41201	01/01/22-01/01/23 Hartford Fire Insurance Company PR

POLICY NUMBER: 10 AB S41202

COMMERCIAL AUTO
CA 20 01 11 20**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR - ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: BUREAU VERITAS HOLDINGS, INC.**Endorsement Effective Date:** 01/01/2022**SCHEDULE****Insurance Company:** HARTFORD FIRE INSURANCE COMPANY**Policy Number:** 10 AB S41202**Effective Date:** 01/01/2022**Expiration Date:** 01/01/2023**Named Insured:** BUREAU VERITAS HOLDINGS, INC.**Address:** 1601 SAWGRASS CORPORATE PARKWAY, SUITE 400
FORT LAUDERDALE, FL 33323**Additional Insured (Lessor):** ANY LESSORS AS REQUIRED BY WRITTEN CONTRACT**Address:****Designation Or Description Of "Leased Autos":** ALL LEASED AUTOS LEASED FROM A LESSOR AS REQUIRED ABOVE
ALL LEASED AUTOS LEASED FROM A LESSOR AS REQUIRED ABOVE

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	\$ 2,000,000	Each "Accident"
Comprehensive	\$ 1,000	Deductible For Each Covered "Leased Auto"
Collision	\$ 1,000	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$ NOT COVERED	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the Policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Policy Number: USL00159322
Effective Date: January 01, 2022

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: USL00159322
Effective Date: January 01, 2022

THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN AN INSURED
LIMITED TO EMAIL NOTIFICATION**

This policy is amended as follows:

If we initiate cancellation of this policy for any reason other than non payment of premium, and

- A.** The effective date of cancellation is prior to this policy's expiration date; and
- B.** The "First Named Insured" is under an existing contractual obligation to notify an entity to whom a certificate of insurance has been issued (hereinafter, the Certificate Holder) when this policy is canceled; and
- C.** The "First Named Insured" has provided us, either directly or through the "First Named Insured's" broker of record the email address of the contact of each such Certificate Holder; and
- D.** We received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to the policy's cancellation date in an electronic spreadsheet format that is acceptable to us;

We will provide "Advice of Cancellation" via e-mail to such Certificate Holders.

Proof of emailing the "Advice of Cancellation", using the information provided by the "First Named Insured", will serve as proof that we have fully satisfied our obligations under this endorsement. The "Advice of Cancellation" shall be emailed to each such Certificate Holder as soon as possible upon receipt of the information from the "First Named Insured", however we are under no contractual obligation to email the "Advice of Cancellation" prior to the policy's cancellation date.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy of the effective date of such cancellation. Nor shall this endorsement invest any rights to any entity that is not an insured under the terms of this policy.

The following Definitions apply to this endorsement:

- A.** "First Named Insured" means the Named Insured shown on the Declarations Page of this policy.
- B.** "Advice of Cancellation" means an email that provides the following information:
 - 1.** The Named Insured as shown on the Declarations Page of this policy;
 - 2.** The policy number of the policy being cancelled; and
 - 3.** The effective date and time of the cancellation.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

Policy Number: 10 WN S41200

Endorsement Number: 72

Effective Date: 01/01/2022

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
1601 SAWGRASS CORPORATE PKWAY
SUITE 400
FORT LAUDERDALE, FL 33323

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by

Suean L. Castaneda

Authorized Representative

Chubb European Group SE
La Tour Carpe Diem
31, Place des Corolles, Esplanade Nord,
92419 Courbevoie Cedex
France

T +33 1 55 91 45 45
F +33 1 47 88 45 10
www.chubb.com/fr

31st March 2022



Cyber Certificate of Insurance

Policy Number : FRCYNA58124

The undersigned: **Chubb European Group SE**
La Tour Carpe Diem- 31 Place des Corolles, Esplanade Nord,
92419 Courbevoie Cedex- France

Hereby certify that the policy holder **BUREAU VERITAS**
Immeuble Newtime - 40/52 boulevard du Parc
92200 Neuilly-sur-Seine

Entity insured **BUREAU VERITAS and its subsidiaries**

Insurer: **Chubb European Group SE**

Territoriality Worldwide, except the following countries : Syria, North Soudan, North Korea, Crimea, Cuba, and Iran

Period of insurance: **From:** 1st of January, 2021

To: 30th of April, 2022

Object of the insurance**BUREAU VERITAS and its subsidiaires**

are insured by our company, and through the brokerage firm AON, as part of a policy « Cyber ERM », from 1st of January, 2021.

The purpose of this policy is to cover BUREAU VERITAS and its subsidiaries

In case of claim brought against the insured following:

- Privacy Liability,
- Network Security Liability,
- Media Liability.

In case of damage that affects the insured (Data and system recovery costs, incidence response expenses and business interruption) following a :

- Cyber incident,
- Cyber extortion,

Insureds**BUREAU VERITAS and its subsidiaries****Term**30th of April**Amount Insured**

10.000.000 € per loss and annual aggregate limit

This certificate is issued as a matter of information only and can under no circumstances, amend, extend or alter the coverage guaranteed by the above mentioned policies.

Delivered in Courbevoie, the 31st of March, 2022

Signed for and behalf of
Chubb European Group SE

Chubb European Group SE,
entreprise régie par le Code des assurances : au capital social
de 896 176 662 euros, siège La Tour Carpe Diem, 31 Place des
Corolles, Esplanade Nord, 92400 Courbevoie, France, immatriculée
au RCS de Nanterre sous le numéro 450 327 374.
Chubb European Group SE est agréée par l'Autorité de Contrôle
Prudentiel et de Résolution (ACPR) située 4,
Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office : La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France, Chubb European Group SE has fully paid share capital, of € 896,176,662 and is supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) située 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.