

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 28 day of October 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and BUREAU VERITAS NORTH AMERICA, INC., a Delaware, Corporation, 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 the following services: On-call consulting services in plan review, inspections, code enforcement, & permitting and administrative services. City staff reached out to three (3) qualified firms, they were interviewed and selected the service provider that best met the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. The City and Provider desire to enter into an agreement for on-call consulting services on various municipal services, 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 28 day of October 2024, and shall terminate on the 30 day of June 2028, 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.

b. Compensation for this contract shall not exceed \$74,999.

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 shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. 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 (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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.

Initial
LB

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, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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 claim

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.

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(S):

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).

f. 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.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

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
Planning, Building & Transportation
2263 Santa Clara Avenue, Suite 190
Alameda, CA 94501
ATTENTION: Oscar Davalos, Building Official
Phone: (510) 747-6820 / Email: odavalos@alamedaca.gov

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

Bureau Veritas
180 Promenade Circle, Suite 150
Sacramento, CA 95834
ATTENTION: Craig Baptista, Vice President
Phone: (916) 514-4516 / Email: craig.baptista@bureauveritas.com

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

City of Alameda
Planning, Building & Transportation
2263 Santa Clara Avenue, Suite 190
Alameda, CA 94501
ATTENTION: Mirna Moreno, Administrative Technician I
Phone: (510) 747-6825 / 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 any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

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.

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. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

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. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. 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.

28. 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.

29. 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.

30. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Bureau Veritas North America, Inc.
a Delaware corporation

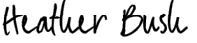
Signed by:

CDA866E8D6D4A1...
Craig Baptista
Vice President

CITY OF ALAMEDA
a municipal corporation

Signed by:

645BD87E45D243E...
Jennifer Ott
City Manager

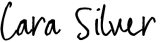
Signed by:

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Heather Bush
Secretary

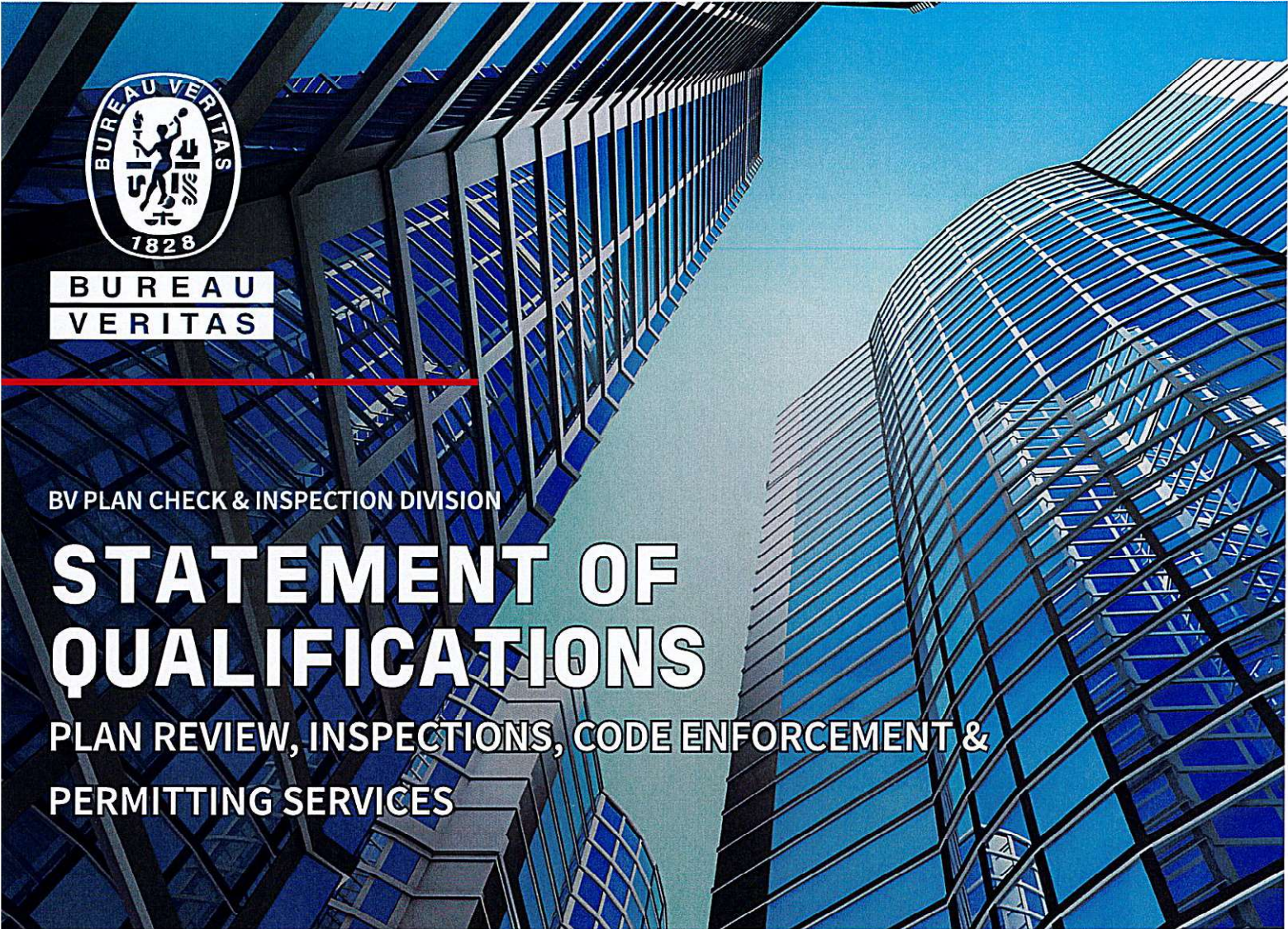
RECOMMENDED FOR APPROVAL

Signed by:

E83362141C4D41A...
Allen Tai, Director
Planning, Building & Transportation

APPROVED AS TO FORM:
City Attorney

Signed by:

9326AF59A39F47B...
Cara Silver
Special Counsel



BV PLAN CHECK & INSPECTION DIVISION

STATEMENT OF QUALIFICATIONS

PLAN REVIEW, INSPECTIONS, CODE ENFORCEMENT & PERMITTING SERVICES

FOR THE CITY OF ALAMEDA

Oscar Davalos, C.B.O.
Building Official
2263 Santa Clara Ave
Alameda, CA 94501

CONTACT REGARDING THIS PROPOSAL

Craig Baptista, M.B.A.,
Vice President - West Plan Check & Inspection
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150, Sacramento, CA 95834
916.514.4516 (Direct) | 916.291.9151 (Mobile)
craig.baptista@bureauveritas.com

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COVER LETTER

March 19, 2024

Oscar Davalos, C.B.O.
Building Official
2263 Santa Clara Ave
Alameda, CA 94501

Re: SOQ for Plan Review, Inspections, Code Enforcement & Permitting Services

Dear Mr. Davalos,

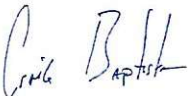
On behalf of Bureau Veritas (BV), we are pleased to present our proposal to provide **Plan Review, Inspections, Code Enforcement & Permitting Services** to the **City of Alameda**(City). We take great pride in our ability to provide exemplary services to our clients. Our proposal will highlight our experience providing similar services for other cities, counties, and building departments. We have the breadth and depth of resources, skills, and expertise needed to provide excellent full-scope, in-house building and safety services for the City. Since 1975, BV has provided comprehensive building safety services to jurisdictions throughout California and the United States. Our commitment to providing accurate and appropriate solutions to our clients and our ability to quickly and effectively meet the needs of the communities we serve makes BV an ideal partner. BV offers:

- Unparalleled building and safety expertise
- Established relationships to ensure timely reviews, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Proven web-enabled best practices, quality control processes, and electronic plan check
- Proven experience providing services in the Northern California region

BV has the local expertise, staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews. We believe our experience and expertise providing these services to public jurisdictions make BV the right choice for the City's needs. For this contract BV will provide the City with a highly qualified team to perform code-compliance review, building inspection, code enforcement and permitting services.

BV has the local expertise, staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews. We believe our experience and expertise make Bureau Veritas the right choice for the City's needs. We greatly appreciate the opportunity to submit our firm and team capabilities and we look forward to building a successful relationship with the City of Alameda.

Sincerely,



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1. FIRM INTRODUCTION

Firm Background

Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with **over 82,000 employees**, Bureau Veritas has unparalleled expertise and resources to manage projects requiring a broad range of expertise across vast geographies. With operations in **140 countries and all continents**, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world.

Over the past number of years, Bureau Veritas has undergone several company acquisitions in order to grow our offerings. These acquisitions benefit our existing and future clients by increasing the level of support we can provide; diversifying our service offering; and enabling our teams to work together to cross train, tap into subject matter experts, and successfully support innovative and complex projects throughout the Western United States. Our combined team is excited to work together to better serve the built environment and to work towards safe solutions to new technology, building procedures, and alternate materials and methods.

What Sets Us Apart

We are ideally suited to provide plan review and inspection services because we possess:

Unparalleled Expertise

- Proven track record of providing services to 400+ agencies nationally
- Building, civil and fire life safety consulting to 150+ agencies in California
- Municipal management and staff augmentation expertise
- Key staff who have helped to establish and implement the latest codes and regulations

Depth of Resources and Proximity to Meet Peak Workloads

- 50+ offices throughout the United States, including eight offices in California, with three in Southern California
- Registered Engineers and ICC certified staff dedicated to code compliance
- No private sector design work = no conflict of interest

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- Comprehensive and formalized plan check procedures
- Award-winning, web-based project tracking and controls
- Electronic plan check to save time, money, and paper = a **GREEN** solution
- 99% success rate meeting review turnaround schedules

Putting the Right People to Work for You

We have extensive resources and a large pool of **licensed and certified experts** who are equipped to handle all of your needs. Our professionals have extensive experience in educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to your needs.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Building Department Plan Review

As the **largest plan review firm in the United States**, we provide full-service code consulting and plan review services for compliance with a variety of codes, including the California Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, and Fire Codes, as well as the National Electric Codes as adopted by each jurisdiction. We have specific experience working through a variety of challenges, including (but not limited to) infill commercial development; adaptive reuse and change of occupancies of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.

BV personnel have performed and managed plan review for thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies (including jails, shipping facilities, and room additions); single-family tract and custom homes; tilt-up shells; tenant improvements; and infrastructure (roads, wet and dry utilities). Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Our large, licensed plan review staff enables us to manage numerous and complex projects simultaneously, as well as provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure).

We offer the following plan review and inspection services:

- Architectural, fire & life safety
- Structural
- Energy code
- Accessibility requirements, including:
 - Barrier free
 - Disabled access
 - CASp
 - ADA
- Mechanical, electrical, and plumbing code
- Review and approval of alternative materials, design, and methods of construction
- Civil plans examination, including:
 - Grading and drainage
 - NPDES/SWPPP
 - Development
 - Infrastructure
 - Water and wastewater
 - Sewer
- Green building and LEED consulting

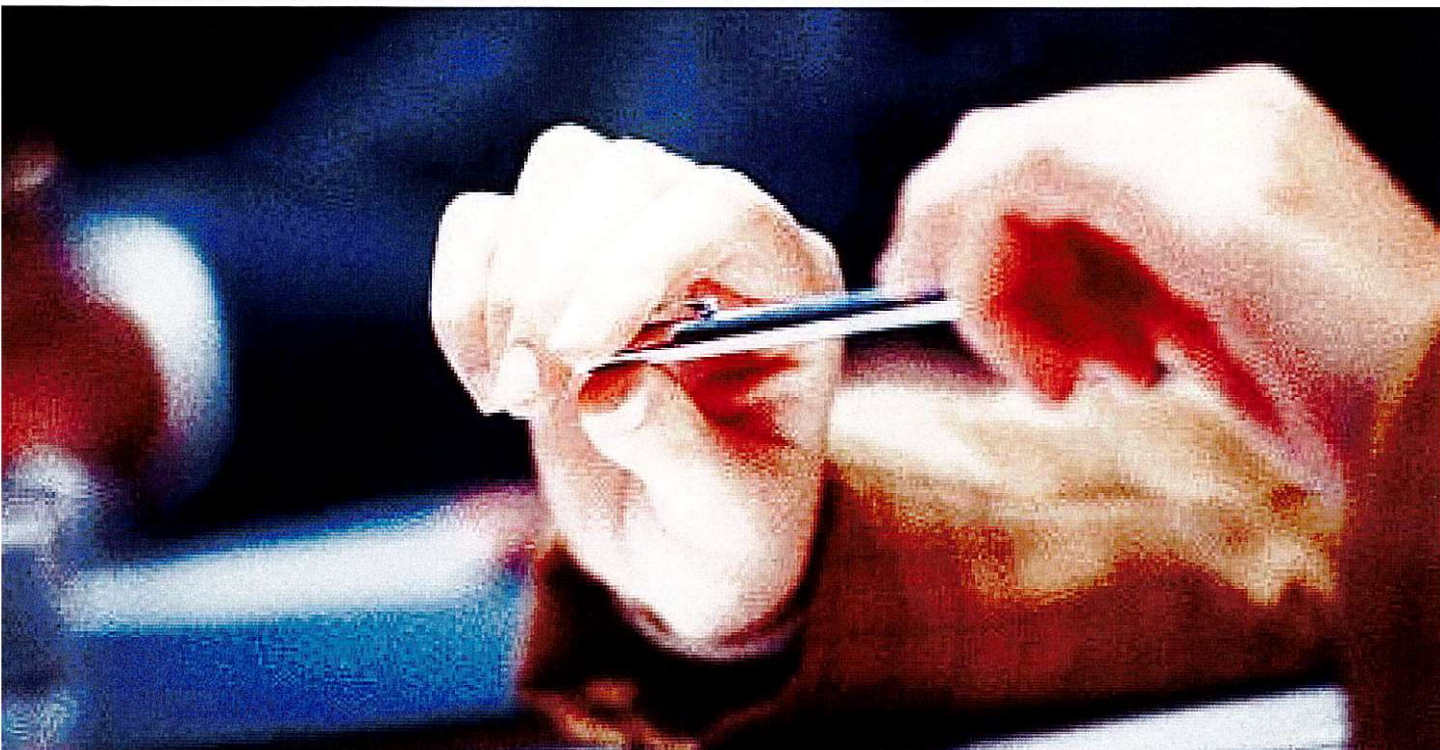
Plan Review Time Schedule

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources, we can assemble experienced personnel in order to help with project schedule recovery when necessary. Our team maintains efficient turnaround times on all reviews as a key measurement of performance of our plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the jurisdiction's designee will have final approval over the plan being reviewed. If requested, our staff will make recommendations for the resolution. We are also available to meet with agency staff or others as needed to discuss our findings.

2. SERVICE CAPABILITIES & QUALIFICATIONS



Electronic Plan Reviewing

Bureau Veritas provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat with electronic plan submittal and commenting, our plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are

sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the jurisdiction for permitting.

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the jurisdiction offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pickup of plans on a consistent basis. We will also utilize shipping courier at no additional cost to the jurisdiction.

Upon completion of each plan review, we will forward a copy of the correction list to both the jurisdiction and the applicant by mail. When corrected plans are resubmitted, we will either follow the previous procedure, or the applicant may schedule an office visit to go over any corrections in person. BV will forward completed plans once they are stamped and signed by BV staff. Our transmittal forms are customized for use unique to the specific jurisdiction.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Building Inspection

At Bureau Veritas, we are client-focused and customize the work according to your specific needs. We can provide inspection services for a single project that presents unique complexities due to its construction or size, or we can provide enough staff to handle all inspection services for an entire jurisdiction. Our building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. Our inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak workloads, specialized inspection activities, and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

Bureau Veritas will provide the client with ICC certified personnel to provide the following services:

1. Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for/ requiring of plan checks for electrical, plumbing, and mechanical code requirements.
2. Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems, conform to the applicable building codes, zoning ordinances, energy conservation, and accessibility requirements, including known local, city, state, and federal requirements.
3. Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
4. Bring to the attention of the jurisdiction for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
5. Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
6. Maintain a record of non-complying items and follow up to resolution of such items.
7. Inspect existing buildings for substandard, unsafe conditions, upon request.

Permit Technician Services

BV staff will work with the jurisdiction staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Our staff will be trained and proficient in the policies, procedures, and administrative and technical regulations of the jurisdiction. All staff members are familiar with various software systems and are able to answer questions pertaining to inspections, plan approvals, business license approvals, and certificates of occupancy.

Permit technician services may include:

- Interfacing with the public, internal staff, and related departments
- Review of permit applications for completeness
- Acceptance and routing of plans
- Calculation and/or fee collection
- Issuance of permits
- Review and issuance of counter permits, when authorized
- Maintenance of permit records
- Use of jurisdiction permitting programs and/or software, where applicable

2. SERVICE CAPABILITIES & QUALIFICATIONS

Code Enforcement Services

BV staff will work with the City staff to develop and refine City codes and ordinances, collect and analyze data, present cases to City Attorney, issue notices on violations and maintain an accurate record of inspections and findings. Our staff is knowledgeable about practices of code enforcement and officer safety, and City policies, procedures, administrative and technical regulations. Our staff is able to answer questions pertaining to inquiries, requests, and/or complaints related to licensing and codes

Typical duties of Code Enforcement programs and personnel include:

- Investigate alleged code violations of City nuisance, and property maintenance laws
- Review local codes and ordinances related to building, nuisance, and property maintenance
- Enforce violations of various City codes and ordinances and issue a Notice of Violation, Letters of Non-Compliance and when necessary, citations
- Identify and investigate violations observed while in the field and file complaints against violators, and testify in court when necessary
- Request title searches, records or remove violation notices on titles, and ensure that legal requirements are met
- Prepare correspondence and various reports, collect and analyze data; make effective oral and written presentations
- Summarize substantial file materials into clear and concise written reports and accurately compute simple statistical analyses
- Negotiate corrective action plans with property owners to abate violations and communicate effectively to resolve issues with property and business owners
- Guide and persuade uncooperative individuals to comply with ordinances, and seek voluntary compliance
- Coordinate summary abatement process including selecting contractors and monitoring their performance, enforcing, investigating, and interpreting code and ordinance violations

- Process cases in accordance with City procedures and standards and in accordance with federal, state and local laws
- Maintain records of inspections and enforcement efforts
- Research and compile data for each case; prepare required documentation for legal actions; testify in court proceedings regarding code violations, perform follow-up actions as needed to gain compliance
- Confer with related agencies and City departments on disposition of complaints and code violations
- Prepare detailed and specialized written reports and correspondence related to code enforcement inspections, violations, and other activities that are adequate for use in the prosecution of violations

Equipment

BV will provide the necessary equipment and uniforms for our code enforcement officers. We understand that the City may determine the uniform and issue the identification badges and may supply office space with furniture, land line phones in the office and office supplies. BV will supply a cell phone, tablet and other electronic equipment needed to carry out the work of the contract. BV will, at City's request, comply with all open records requests the City receives and the company will provide IT security associated with data and usage of City and Company issued equipment.

Customer Service

At Bureau Veritas, our #1 goal is to meet and exceed the service levels required from our municipal clients. Our commitment is to provide staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices, and pro-actively solve issues not clearly identified in the code. BV will pro-actively ensure exceptional customer service, balance development momentum with code compliance/ processing requirements and seamlessly serve as an extension of the client's staff.

2. SERVICE CAPABILITIES & QUALIFICATIONS

Code Enforcement Procedures Manual Development Services

BV will work closely and in collaboration with City personnel and key stakeholders to develop Code Enforcement policies, procedures and best practices. Prompt turnaround of quality inspections and reviews is the hallmark of our service.

To achieve this, it is important for the Code Enforcement Officers to see the “big picture” during the approval process, and to expedite the inspection and review, while assuring adherence to all City standards and requirements.

Continuous Improvement Efforts

We help clients define their strategies, manage risk, monitor quality, improve performance and enhance their return on investments. We do this by offering the City demonstrated expertise in code compliance services, a commitment to reducing the City’s review turnaround times and accurate corrections based on the current adopted federal, state, county, and local City Municipal codes related to construction and zoning codes. BV is very familiar with and understands the importance of these established codes and is committed to helping maintain a standard in the community for all to enjoy.

Our ability to offer a variety of services and to customize services for each community makes BV an ideal partner. BV will identify and bring to the attention of the City state-of-the-art practices and innovative good neighbor policies and code compliance programs.

ADDITIONAL SERVICES

Building Department Administration and Special Project Management

Our experienced BV building official staff will work with the jurisdiction’s management team to administer the building and safety or community development divisions. Our staff is familiar with the day-to-day building department operations, financial budget management, and political environment of a jurisdiction department. Our experienced building officials will participate in the project’s design review sessions and pre-plan check code compliance meetings with permit applicants, as well as attend other required meetings for different types of large, special developments and other projects on behalf of the jurisdiction.

Fire Plan Review

Our staff will consult closely with the Fire Chief/Fire Marshal or this person’s designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. Our proposed fire plan review engineers have specific experience working within multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health & Safety Codes, CSFM, and U.L. Our experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures.

Bureau Veritas staff have reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others. Example projects in which our reviewers have worked include The Village at Bella Terra in Huntington Beach, Lifetime Fitness in Roseville, and Sysco Food Services Expansion in Sutter County. All personnel assigned to your project will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

Fire Inspections

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):

- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency lighting

2. SERVICE CAPABILITIES & QUALIFICATIONS

- Voice evacuation systems
- Fire permit inspections

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

Engineering Plan Review Services

As a result of our extensive experience providing development review and processing services to public agencies, we are able to evaluate those qualities which are essential to providing effective review services.

Foremost among these are the following:

- A thorough command of the adopted design standards for drainage and streets, as well as NPDES-enhanced Clean Water Act requirements
- Clear, friendly, and articulate communication with the applicant

BV has developed a successful approach to providing development review services to achieve these goals.

Plan Review Compliance Standards

As an initial step prior to beginning a review, our professional staff familiarize themselves with all city, state, and federal requirements applicable to the project. Requirements for civil infrastructure originate from multiple sources, including statutory requirements; local ordinances and design guidelines; federal requirements, including ADA and NPDES; state requirements, including Title 24; and the requirements of any affected utilities, districts, or agencies.

Civil infrastructure and site plans are reviewed for conformity to the following quality standards:

- Greenbook
- Geotechnical Report recommendations
- Conditions of Approval of the use permit or tentative map
- Municipal Code and local ordinances
- Jurisdiction's design guidelines and standard plans and

specifications

- ADA and Title 24 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

Our professional plan reviewers provide a comprehensive assessment of the conformity of submitted improvement plans to these quality standards.

Improvement Plan Review Tasks

The following outlines our typical scope of services for the review plans:

- Check design for conformity to the approved tentative map and conditions of approval
- Evaluate the layout for consistency with the final map
- Review grading plans for consistency with the applicable drainage standards and grading ordinance
- Review for erosion and sediment control provisions
- Check Storm Water Pollution Prevention Plans and RWQCB N.O.I.
- Review horizontal and vertical alignment of streets for conformity to the applicable street design standards
- Check pavement structural section against geotechnical recommendations
- Review storm and sanitary sewer systems and hydrology/hydraulic calculations
- Review water distribution system for fire hydrant and valve spacing
- Check streetlight spacing and location for potential conflicts
- Review underground utilities for crossing clearances and conflicts
- Review for compliance with outside agency requirements
- Review quantities, estimates, and schedules

Prompt turnaround of quality plan reviews is the hallmark of our service. Ideally, the review process involves no more than two plan submittals, perhaps three under extraordinary

2. SERVICE CAPABILITIES & QUALIFICATIONS

circumstances. To achieve this, it is important for the plan reviewer to see the “big picture” during the approval process and to expedite the review, while assuring adherence to all adopted standards and requirements.

Development Review & Entitlement Processing

Accurate, Timely Civil Engineering Plan & Final Map Reviews

Facilitating land development projects requires a strong public-private partnership. Project momentum must be balanced with engineering, water quality, traffic, public safety, and final map plans that comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from Registered Engineers and Land Surveyors, as well as quick turnaround review comments in a seamless manner.

Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages to facilitate development agreements along with the review of civil engineering plans and maps for conformity with conditions of approval along with local and other applicable ordinances and standards. All work is performed under the direction of a Registered Civil Engineer or Land Surveyor. BV utilizes proven best practices, staff specialists, and comprehensive web-based tools to provide timely review, responsiveness, and accurate and detailed review comments.

Map Review

Final Maps and Parcel Maps

Review final maps and parcel maps for conformity to the requirements of the Subdivision Map Act, the Land Surveyors Act, the Municipal Code and ordinances, the approved tentative map, and any conditions of approval which have been set by the Planning Commission.

Reversions to Acreage

Review reversions to acreage maps prepared pursuant to §66499.11 of the Subdivision Map Act.

Lot Line Adjustments and Parcel Mergers

Review legal descriptions prepared to affect lot line adjustments pursuant to §66412(d) and parcel mergers pursuant to §66451.10 of the Subdivision Map Act.

Legal Descriptions and Plats

Review and/or prepare legal descriptions and plats for right-of-way takes and easements or for other purposes when necessary.

Certificates of Correction

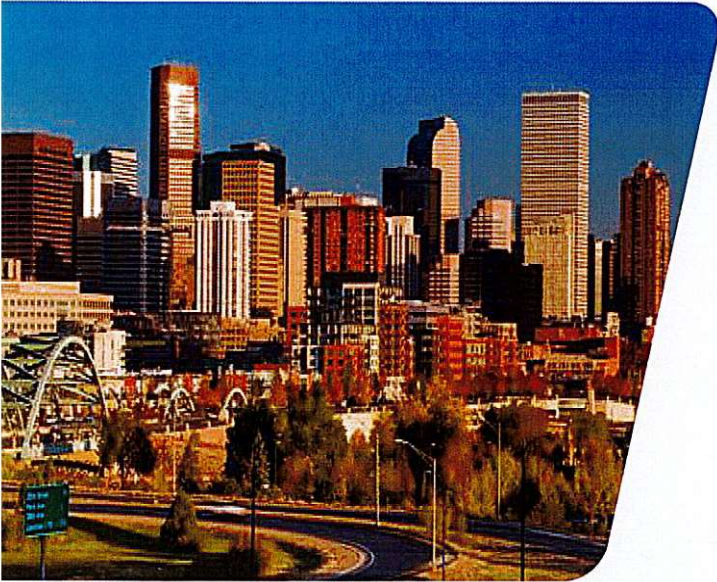
Review proposed map amendments and Certificates of Correction prepared pursuant to §66469 of the Subdivision Map Act.

Flood/Floodplain Management

BV provides comprehensive inspection and review of projects proposed within the designated floodplain. We review plans for compliance with federal, state, and local adopted regulations and practices. Plan review will consider FIRM map designations; Flood Plain Elevation Certificate review; and any LOMA, LOMR, or CLOMRs appropriately approved for the proposed project. Floodplain resistant construction will be plan checked and inspected in accordance with adopted regulations and standards as well as any pertinent FEMA technical bulletins.



3. RELEVANT PROJECT EXPERIENCE



PROJECT OWNER
**City of
Santa Rosa**



CASE STUDY

BUILDING & SAFETY, PLANNING, FIRE AND ENGINEERING SERVICES / RESILIENT CITY PERMIT CENTER AND PLANNING SERVICES

PROJECT SUMMARY

In October 2017, one of the most destructive wildfires in California history (second only to the Camp Fire in November 2018) spread through the Sonoma County region. This catastrophic event resulted in more than \$1.2 billion of property damage. In addition to the City of Santa Rosa selecting Bureau Veritas North America, Inc. (BV) for a two-year contract to support recovery and rebuilding efforts which include applicable standards, permit review, and inspection services for compliance with environmental, building, planning, and engineering regulations, the company was also asked to provide a variety of health, safety, and environmental (HSE) services.

Health, Safety, and Environment (HSE) Services

BV collaborated with representatives from the county's Health, Fire, and City agencies to establish how the company would align with cleanup efforts and criteria in this capacity. Action steps taken by BVNA included, the development of an asbestos letter for the City as part of their permit requirements; waste clearance guidance for the City and County; technical support for contractors and consultants submitting workplan and closure packets on behalf of the City and County; evaluation of over 600 burn site Property Clean-up Completion Certification report submittals, including asbestos data, disposal manifests, and soil clearance reports; providing guidance on health screening levels and geological background interpretations; landfill acceptance criteria evaluation; providing support for the City with regards to newspaper articles published with erroneous information; and initial comments to both the City and County regarding permit requirements.

Resilient City Permit Center and Planning Services

BV also provides services for the Resilient City Permit Center. The firm's team has supported the center for approximately 3 years while 3,000 residential homes and over 20 commercial structures are rebuilt. On-site planners are assisting with questions from homeowners, interpreting ordinances, evaluating requirements for each rebuilt structure, etc.

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3. RELEVANT PROJECT EXPERIENCE



PROJECT OWNER

City of
Burlingame



BUREAU
VERITAS

CASE STUDY

PLAN REVIEW, INSPECTION, AND IN-HOUSE STAFF AUGMENTATION SERVICES

DATES OF SERVICE/COMPLETION: 2013 - Present

PROJECT SUMMARY

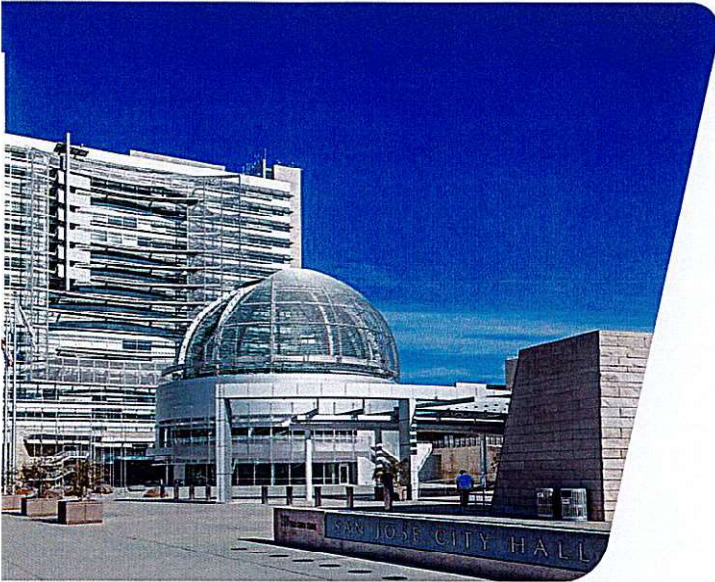
BV provides in-house staff and outside plan reviews as well as inspections for a wide range of projects for the City of Burlingame. Staff have reviewed commercial buildings, condominiums, office buildings, medical offices, residential projects, tenant improvements of various complexities as well as buildings for assembly occupancies. BV provides a licensed engineer two days per week to the City. Additionally, the firm has provided a building inspector to inspect residential and commercial projects.

The value of BV's contract with the City of Burlingame is based on time and materials. The firm delivers 100% of the aforementioned services and does not collaborate with any subconsultants for said services. BV adheres to schedule and budget requirements while working on projects for the City of Burlingame. Adherence to these project requirements is a paramount indicator of the firm's overall performance.

CONTACT INFO

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3. RELEVANT PROJECT EXPERIENCE



PROJECT OWNER

City of San
Jose



BUREAU
VERITAS

CASE STUDY

BUILDING PLAN REVIEW AND PEAK STAFF AUGMENTATION SERVICES

DATES OF SERVICE/COMPLETION: 2012 - Present

PROJECT SUMMARY

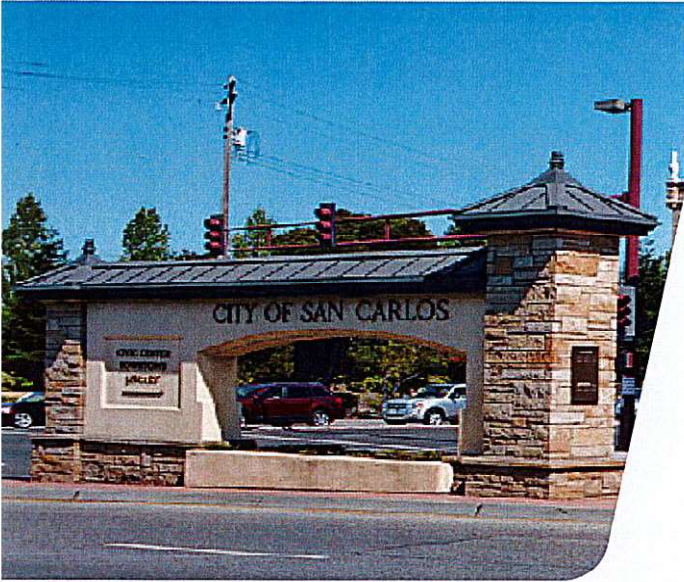
BV has been working with the City since 2012 and currently provide in-house plan review engineer services half-time. Our plan review engineer assists with reviewing residential and commercial projects, which include new construction, tenant improvements, additions, and remodels. Select projects include:

- IBM/303 Almaden Building: BV was retained to perform an expedited three-phase, complete plan review for this eleven-story, Type I AFES, mixed office/parking garage structure located in the heart of San Jose's revitalized Redevelopment Area. Submitted in three distinct phases, BV was asked to perform a foundation-only, superstructure, and balance-of-building plan review, working closely with designers and City staff to complete an aggressive, expedited plan review. The building structure is seven stories of steel ductile moment framing (offices) on top of a four story concrete shear wall (plus one concrete basement level). The lateral design included a dynamic analysis performed using ETABS. BV remained on schedule and on budget.

CONTACT INFO

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3. RELEVANT PROJECT EXPERIENCE



PROJECT OWNER
City of San Carlos



CASE STUDY

BUILDING AND FIRE PLAN REVIEW SERVICES

DATES OF SERVICE/COMPLETION: September 2019 - Present

PROJECT SUMMARY

Bureau Veritas currently provides professional and technical assistance on short notice and as-needed basis to the City of San Carlos. These support services are provided under the direction of the Building Official and include a broad range of specialized engineering and construction services to complete task project orders issued by the Building Division by direct assignment of its own personnel, including, but not limited to, consultation, planning, administration, specialized analytical studies, construction support, and other miscellaneous municipal report writing. Task projects may include, but are not limited to:

Administrative Duties: When directed, BV attends staff level meetings with City staff, public officials, community leaders, developers, contractors and the General Public; Additionally, BV reviews and provides written comments on land development matters, and construction plan review; The firm provides technical advice to City personnel related to all matters of engineering, including but not limited to Disabled Access, current California Building Code requirements, State and Federal regulations, and civil and structural engineering.

Geotechnical Engineering: BV provides professional geotechnical services for peer review of soils report and analysis for the Building Division and also provides review, technical advice, and recommendations to the Building Division.

Plan Check Services: When directed, the firm reviews for compliance construction plans, documents, engineering, fire sprinkler / alarm plans, and specifications. Plan review approval is not recommended to the City until ALL code compliance issues are resolved to the best of BV's knowledge and all permit issuance requirements of the Building Division are satisfied. BV picks up all documents to be reviewed from the City of San Carlos City Hall. BV conducts each plan review in a timely manner and within time-frame guidelines established by the City of San Carlos. Upon completion of each plan review, BV returns the reviewed documents to the Building Division and provides an electronic and hard copy of the plan review comments. Plan review comment letters are completed in an approved format and provided to the Building Division; As directed, BV sends a copy of the plan review comments to the designer of record for the project by email, and responds to designer questions by email or by phone within one business day; BV is available within one business day to respond to questions from the City of San Carlos that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

Inspections Services: BV has provided CASp inspections / Assessment of the San Carlos Museum and Vacation Coverage Inspection services in San Carlos.

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4. CONTACT LIST

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5. RESUMES

Craig Baptista
Vice President - West, Plan Check & Inspection

EDUCATION

M.B.A.
B.S., Business Management

REGISTRATIONS/
CERTIFICATIONS

Six Sigma Green Belt Certified
OSHA 30
United States Navy: Honorable
Discharge

PROFESSIONAL AFFILIATIONS

Occupational Safety and Health
Administration (OSHA)
International Code Council (ICC)

TENURE AT BVNA

9+

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Lone, CA

Vice President - West, Plan Check & Inspection

Bureau Veritas North America, Inc.

2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

5. RESUMES

Trang Q. Huynh, P.E., C.B.O. Regional Manager / Project Manager

EDUCATION

Master of Business Administration
B.S., Civil Engineering
Certificate of Completion -
Leadership for Senior Executives

REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer:
CA, #C36627
CABO Certified:
Building Official #510
California Certified Green Building
Professional
California Licensed Real Estate
Professional

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
American Society of Civil
Engineers (ASCE)
California Building Officials
(CALBO)
Former Vice-Chair and member
of the City of Highland Planning
Commission
Past President of the Board of
Directors of the Central Business
Center in Upland
Past President of the
Foothill Chapter of ICC

TENURE WITH BV

6+

TOTAL YEARS OF EXPERIENCE

39+

Trang is a licensed professional engineer and certified building official with over 39 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015. Finally, Trang has an excellent understanding of cultural diversity and knows how municipality services can be provided efficiently with an objective from "Good to Great".

SELECT PROJECT EXPERIENCE

Regional Manager, Southern California Bureau Veritas North America, Inc.

2017 - Present

Directs the BVNA Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 24 jurisdictions.

Building and Safety Services Director City of Rancho Cucamonga

2002 - 2017

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to \$4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety. Trang has outstanding public relations, management, and problem solving skills. Have a proven record of strong and positive working relationship with local and State elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups and residents.

5. RESUMES

Salvador Gonzalez, C.B.O. Operations Manager

EDUCATION

Bachelor's Degree, Construction
Engineering Technology

A.A., Building & Safety Code
Administration

LICENSES/CERTIFICATIONS

ICC Certified:

Accessibility Inspector

Plans Examiner

Certified Building Official

Residential Combination

Inspector

California Building Plans Examiner

Building Inspector

Mechanical Inspector

Electrical Inspector

Plumbing Inspector

Combination Inspector

CALGreen:

Inspector

Plans Examiner

CA Certified Access Specialist
(CASP), #796

PROFESSIONAL AFFILIATIONS

California Building Officials
(CALBO)

International Code Council (ICC)

CALGreen

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

17+

Salvador Gonzalez has 17+ years of experience within the industry. Salvador has received various certifications throughout his career which have served to demonstrate his knowledge and expertise. He has excelled in various projects within California and has worked in various sectors throughout the industry. Salvador Gonzalez is a well-rounded individual and a team player.

SELECT PROJECT EXPERIENCE:

Business Unit Manager

Bureau Veritas North America, Inc.

2021 – Present

Directs the operations for the Northern California region, managing the day to day operations of the office. On a daily basis works closely with clients to meet their needs and provide quality services efficiently. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for the jurisdictions throughout Northern California.

Senior Building Plans Examiner

City of West Sacramento, CA

2015 - 2021

Reviewed and approved building construction plans to ensure compliance of plans with pertinent codes, regulations, and ordinances. Organized, assigned, and reviewed the work of assigned consultants engaged in residential, commercial, and industrial building plan reviews. Performed complex accessibility field inspections to ensure compliance with plans and accessibility code requirements.

Senior Building Inspector

City of Ventura, CA

2012 - 2015

Inspected commercial and residential buildings and structures to determine compliance with the structural, mechanical, plumbing, electrical, and housing codes and approved plans. Inspected workmanship and materials in building construction plans for conformance with plans and specifications and inspected potentially substandard or dangerous buildings. Prepared and maintained reports, letters, and correction notices on code violations and variations from approved plans.

Building Inspector II

Amador County, CA

2006 - 2012

Performed field inspections of residential, commercial, or industrial structures in varying stages of construction, alteration, or repair. Interpreted applicable codes, ordinances, and regulations for builders and homeowners. Investigated violations of building and zoning laws.

6. FEE SCHEDULE

SCHEDULE OF FEES

PLAN REVIEW, INSPECTION, CODE ENFORCEMENT & PERMIT TECHNICIAN SERVICES

MARCH 19, 2024

Bureau Veritas’ pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:

- Reduced plan review and inspection turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in business for 190+ years

PLAN REVIEW FEE	
65% of City Collected Plan Review Fees	
HOURLY RATES	
Personnel Classification/Title:	Hourly Rate:
Project Manager	\$170
Sr. Civil Engineer or Fire Protection Engineer	\$180
Structural Engineer or Sr. Plan Review Engineer	\$165
Civil Engineer	\$165
CASp Inspector (Transition Planning and Site Assessment)	\$150
Plan Review Engineer or CASp Plans Examiner or Sr. ICC Plans Examiner	\$140
Engineering Technician	\$125
ICC Certified Building or Fire Plans Examiner	\$125
Sr. Code Enforcement Officer	\$125 - \$140
Code Enforcement Officer	\$110 - \$124
Sr. Building Inspector	\$115 - \$130
Building Inspector	\$100 - \$114
Permit Technician	\$75 - \$85
Administrative Support / Clerical	\$65 - \$75

The proposed rates above are non-union/non-prevailing wages. All Employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent. Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This schedule of fees is valid from January 1, 2024 through December 31, 2024 and is subject to annual review in accordance with CPI and subject to Client approval.



**BUREAU
VERITAS**

180 Promenade Circle, Suite 150
Sacramento, CA 95834

P 916.725.4200 | **F** 916.725.8242

www.bvna.com

6. FEE SCHEDULE

SCHEDULE OF FEES

PLAN REVIEW, INSPECTION, CODE ENFORCEMENT & PERMIT TECHNICIAN SERVICES

MARCH 19, 2024

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/23/2024

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 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:																					
INSURED Bureau Veritas North America, Inc. 16800 Greenspoint Park Drive Suite 300S Houston TX 77060 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Allianz Global Risks US Insurance Co.</td><td>35300</td></tr><tr><td>INSURER C:</td><td>Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Co.	19682	INSURER B:	Allianz Global Risks US Insurance Co.	35300	INSURER C:	Trumbull Insurance Company	27120	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 570109108547 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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	X	COMMERCIAL GENERAL LIABILITY			USL00159324	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							
A		AUTOMOBILE LIABILITY			10 AB S41202	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO			AOS			BODILY INJURY (Per person)	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X	UMBRELLA LIAB			USL00163324	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000
		EXCESS LIAB						AGGREGATE	\$2,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$250,000							
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10WNS41200	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	Y/N		See State Policy Addendum			<input type="checkbox"/> OTH-ER	
		If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B		Architects & Engineers Professional			USF00248024	01/01/2024	01/01/2025	Each Claim	\$2,000,000
					Claims Made			Aggregate	\$2,000,000
					SIR applies per policy terms & conditions				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its City Council, boards, commissions, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of The City for all work performed by Provider, its employees, agents and subcontractors in accordance with the policy provisions of the workers' Compensation policy. The General Liability, Automobile Liability, and Employers' Liability are scheduled underlying policies in accordance with the policy provisions of the umbrella Liability policy. The Architects & Engineers policy includes coverage for

CERTIFICATE HOLDER

City of Alameda 2263 Santa Clara Avenue Alameda CA 94501 USA	DS LC 10/24/2024
--	------------------------

CANCELLATION

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 <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570109108547

Certificate No :





LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570109108547			
CARRIER See Certificate Number: 570109108547	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

Additional Description of Operations / Locations / Vehicles:

Professional Liability.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570109108547			
CARRIER See Certificate Number: 570109108547	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	01/01/24-01/01/25	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/24-01/01/25	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/24-01/01/25	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/24-01/01/25	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/24-01/01/25	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/24-01/01/25	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/24-01/01/25	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/24-01/01/25	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/24-01/01/25	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/24-01/01/25	Twin City Fire Insurance Company WI
10WBRS41201	01/01/24-01/01/25	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/24-01/01/25	Hartford Fire Insurance Company PR

POLICY NUMBER:USL00159324

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:USL00159324

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:USL00159324
EFFECTIVE DATE: January 01, 2024

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: USL00159324
Effective Date: January 01, 2024

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 10 WN S41200

Endorsement Number: 55

Effective Date: 01/01/2024 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
16800 GREENSPOINT PARK DR.
SUITE 300S
HOUSTON, TX 77060

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

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

Countersigned by _____

Susan L. Castaneda

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 10 WN S41200

Endorsement Number: 67

Effective Date: 01/01/2024

Effective hour is the same as stated on the Declarations of the policy.

Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
16800 GREENSPPOINT PARK DR.
SUITE 300S
HOUSTON, TX 77060

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

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