



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

October 18, 2017

Bureau Veritas North America
1665 Scenic Avenue, Ste 200
Costa Mesa, CA 92840

Attention: ~~Khoa Duong, Vice President of Code Compliance~~


Enclosed is a copy of the Agreement by and between the City of Garden Grove and Bureau Veritas North America, to provide plan check contractual services, and other contractual services as needed.

The Agreement was approved by the City Council at their meeting on October 10, 2017.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By:


Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development

Steven R. Jones
Mayor

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 10 day of October, 2017, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "City," and **BUREAU VERITAS NORTH AMERICA**, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for an experienced firm to provide Plan Check Contractual Services and other Contractual Services as needed. (the "Project");

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

1. SCOPE OF WORK

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the **Scope of Services** described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TERM AND TERMINATION.

The term of the agreement shall commence on **October 10, 2017** and be

effective through **October 31, 2018**, with an option to extend said agreement additional three (3) years, for a total performance period of four (4) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with proposal, which is attached as Exhibit "A", and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.

3. COMPENSATION.

CONSULTANT shall be compensated as follows:

- A. **AMOUNT:** Total Compensation under this agreement shall not exceed (NTE) amount of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, per year, payable in arrears and in accordance with proposal in Exhibit "B"

B. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

C. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City in accordance with the charges and FEE SCHEDULE Included in Exhibit "B" except as otherwise set forth herein.

D. Monthly Payment

1. City agrees to pay Consultant, in accordance with the payment rates and terms and the as set forth in the Fee Schedule included in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City the statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written under this Agreement or any specified task hereunder is incomplete, the City Manager, or his

or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

E. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the **Community and Economic Development Director**.

3. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

4. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section 21, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

5. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

6. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

7. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed.

Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant as provided for in Section III.

8. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

9. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Such insurance shall be primary to and not contributing with any other insurance maintained by City and shall name the City of Garden Grove and its officers, councilmembers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies except for workers compensation and professional liability. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. **Employer Liability:**

\$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, the insurer shall reduce such deductibles or self-insured retentions as respects the City and its councilmembers, officials, officers, employees, agents or volunteers.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Garden Grove and its councilmembers, board members, officers, officials, employees, agents, or volunteers.
2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove and its councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. Each Insurance policy required by this Section shall be endorsed to state that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

E. Verification of Coverage

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Blanket endorsements are acceptable.

11. INDEMNITY

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor

relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then City will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

12.COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

13.LICENSES AND QUALIFICATIONS

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this

Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

15. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

16. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

17. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

18. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City:

**City of Garden Grove,
Community/Econ Dev Department
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: Alana Cheng**

To Consultant:

BUREAU VERITAS INC.
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Attention: Khoa Duong

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

20. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

21. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

22. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

23. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

24. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with

particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

26. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

27. APPROPRIATIONS

This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

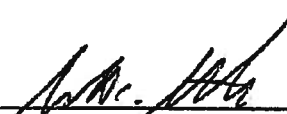
28. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: 

— Scott C. Stiles
City Manager

ATTEST:

By: 

— Teresa Pomeroy
City Clerk

BUREAU VERITAS NORTH AMERICA,
INC.

By: (see next page)

—

President

By: _____

—

Secretary

APPROVED AS TO FORM:

By: 

— Omar Sandoval
City Attorney

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

BUREAU VERITAS NORTH AMERICA,
INC.

By: _____
Executive Vice ISAM HASENIN
President

By: _____
Heather B. Bush
Secretary

APPROVED AS TO FORM:

By: (See previous page)
Omar Sandoval
City Attorney

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

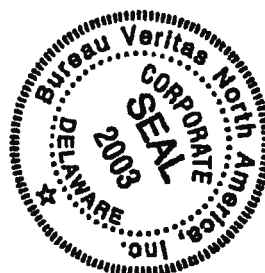


EXHIBIT A

SCOPE OF SERVICES



PLAN CHECK AND BUILDING CONTRACTUAL SERVICES

July 24, 2017

*City of Garden Grove
City Clerk's Office
11222 Acacia Parkway
2nd Floor
Garden Grove, California 92840
Attention: Saeed Amirazizi*



**BUREAU
VERITAS**

Bureau Veritas North America, Inc.

Khoa Duong, P.E.

1665 Scenic Avenue, Suite 200

Costa Mesa, CA 92626

(714) 431.4123

www.us.bureauveritas.com

City of Garden Grove
Plan Check and Building Contractual Services
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July 24, 2017

**City of Garden Grove
City Clerk's Office
Attention: Saeed Amirazizi
11222 Acacia Parkway
2nd Floor
Garden Grove, California 92840**

Re: 1. Letter of Introduction for Plan Check Consulting Services

Dear Mr. Amirazizi,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our qualifications for plan check services for the Building Services Division Community and Economic Development Department to the City of Garden Grove. We take great pride in our ability to provide exemplary services to our clients.

Our proposal will highlight our previous experience of providing similar services for city and other nearby building, land development and fire marshal offices. We have the **breadth and depth of resources, skills and expertise** needed to provide excellent plan review services for the City of Garden Grove.

BVNA has provided similar plan review services for over 100 agencies in California and throughout the western United States. We are keenly aware of the desire for **high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City.

Bureau Veritas is a multi-national firm with a history that includes over 180 years of providing worldwide regulatory compliance service to industry and governmental agencies. 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 70,000 employees, Bureau Veritas has unparalleled expertise and resources to manage projects requiring a broad range of expertise, across vast geographies

We offer optimal solutions to deliver quality services:

- Unparalleled plan review and inspection 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
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

BVNA is committed to meeting and exceeding agreed upon turn-around times. In addition, we can offer a web-based electronic review and a document control system that gives the City secure, around the clock access to critical plan review and inspection information.

1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
T 916.725.4200
F. 916.725.8242



A unique feature of Bureau Veritas is that the company as a whole, is subject to the high standards of the ISO 9001:2008 Quality Management System. This system is applied to our entire operation, and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

Our partnership with the City of Garden Grove will be managed through our regional office located in Costa Mesa, CA and augmented by our staff located throughout California, enabling quick and efficient responses.

Our Vice President of Code Compliance, Khoa Duong, P.E. has full authority to negotiate on behalf of and to contractually bind the company. His contact information is provided below. Our partnership with the City will be managed through our regional office in Costa Mesa, CA enabling quick and efficient responses. Khoa Duong, P.E. will be the main point of contact and can answer any questions that the City may have. His contact information including address, e-mail, and phone number is provided below.

We have read, understand, and agree to all terms and conditions herein. Upon award notification, BVNA will provide Certificates of Insurance evidencing required coverage types and the minimum limits, meeting the City's insurance requirements.

BVNA looks forward to a successful, professional relationship with the City of Garden Grove by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,
Bureau Veritas North America, Inc.

Isam Hasenin, P.E., C.B.O.
Chief Operating Officer

1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Phone: 858.436.4159
Email: isam.hasenin@us.bureauveritas.com

Khoa Duong, P.E.
Vice President of Code Compliance

1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
Phone: 714.431.4100
Email: khoa.duong@us.bureauveritas.com

1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
T 916.725.4200
F. 916.725.8242

Experience and Qualifications

Overview

BVNA anticipates needs and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting a high standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach.

BVNA has an extensive background in building services. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

- Permitting
- Plan Review
- Inspections
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates

Our local presence allows us to provide timely delivery and exceptional customer service in the most cost-effective manner. Our long-standing presence in Southern California and past experience working with cities and counties near the City of Garden Grove has enabled us to gain the knowledge of the local area and to provide continuity, responsiveness to on-call assignments, and technical proficiency.

As the largest plan review firm in the United States, we have a breadth of personnel to be immediately accessible and available to you. We have over 40+ licensed engineers, plans examiners, and inspection staff located throughout Southern California who will make serving your needs a top priority.

Our partnership with the City will be managed from our Costa Mesa Office enabling quick and efficient responses in order to provide the customers of Garden Grove with the highest standard of customer service. **Our Costa Mesa office will be responsible for the implementation of this contract and is located at 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626.** The same location from which plan reviews will be performed. Our close proximity to the City ensures you will always receive responsive service and proactive management on your projects. Costa Mesa is 18 miles away from Garden Grove.

"The 'ADA for Small Business' seminar presented by Pete Guisasola was timely, informative and of great business interest in West Sacramento. Pete's participation is a great example of how the Chamber and the City work together in support of our business community."

– Denice A. Seals,
President/CEO, West
Sacramento Chamber of
Commerce

"My role as Project Manager for Kleinfelder was enhanced by the superior service and personnel offered by Bureau Veritas."

– Ted Oien, Kleinfelder

"Our experience in West Sacramento with the Bureau Veritas provided contract services have been very positive. Their attitude is consistently helpful."

– Duane Johnson, AIA,
Comstock & Johnson



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

Certified and Accredited to High Standards

A Technical Expertise Recognized By Multiple Accreditation Bodies

Bureau Veritas has acquired skills and know-how in a large number of technical areas in addition to a broad knowledge of regulations. Bureau Veritas is currently authorized or accredited by a large number of national and international delegating authorities and accreditation bodies.

IAS AC402 Accreditation

In October 2010, Bureau Veritas proudly became the first, and still only, company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 402). AC402 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure that the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program to verify that the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices that have been an integral part of the company since its founding in 1828.



The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the **International Code Council (ICC)**. IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies.

Management Systems Certified:

ISO 9001:2008 • ISO 14001:2004 • OHSAS 18001:2007

As a world leader in Testing, Inspection & Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. A unique feature of Bureau Veritas is that the company as a whole, is subject to the high standards of the ISO Management Systems. These system are applied to our entire operation, and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.



Bureau Veritas prides itself on its commitment to these principals, and has obtained global certification to each of the following International Management Systems Standards:

- ISO 9001:2008 – Quality
- ISO 14001:2004 – Environmental
- OHSAS 18001:2007 – Health & Safety its accreditation certificates around the world



City of Garden Grove
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2. EXPERIENCE AND QUALIFICATIONS

Team Member Experience

The Right People Doing the Right Job

We have extensive resources and a large pool of **licensed and certified building safety experts** who are equipped to handle all of the City's needs, including building and fire plan check, building inspection, permit and counter services, code enforcement, LEED review, ADA compliance, and building official services. Our professionals have considerable experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities, allowing them to tailor solutions specifically to the City's needs.

BVNA and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform outside plan check and field inspection services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.

Competence Through Certification – International Code Council

Building safety depends on more than codes and standards. Building safety results from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents BVNA's commitment to providing professional and competent plan review and inspection staff to our municipal clients. The following is a list of ICC certifications held by our staff members and maintained in active status through continuing education units.

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Electrical Code Official
Certified Fire Code Official
Certified Housing Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Inspector
Combination Plans Examiner
Commercial Combination Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Disaster Response Inspector
Electrical Inspector
Electrical Plans Examiner
Energy Code Specialist

Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Green Building Residential Examiner
Property Maintenance & Housing Inspector
Master Code Professional
Mechanical Inspector
Mechanical Inspector UMC
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Inspector UPC
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector / Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

Organizational Chart

The following pages include our proposed project team, describing professional qualifications, and the teams experience. Our organizational chart depicts lines of communications and areas of work for each of our team members. Each project team member has been specifically chosen for their experience in performing the required scope of work detailed in the RFP as well as their extensive list of certifications and licenses. Full resumes are available upon request.



City of Garden Grove

Project Management Team

Isam Hasenin, P.E., C.B.O.
Principal In-Charge

Khoa Duong, P.E.
Project Manager

Building & Safety Team

Plan Review Engineers

Mohammad Heivand, P.E.
Ed Chock, S.E., C.B.O.
Syed Aleem, P.E.
Boniface Simbwa, P.E.
Ali Sohelli, P.E. (IC)
Amir Amiri, P.E. (IC)
Cristian Son, P.E.
Kirk Miya, P.E.
Trang Huynh, P.E., C.B.O.
Michael Hill, P.E.
Tung Le, P.E.
William Teachworth, P.E.

Plans Examiners

Neil Tuong, E.I.T.
Dan Larsen, CASp
B.J. Azarvand
Brett Caulder
Brian Lee, C.A.Sp.

Inspectors

Joe Harris
Jerry Plank
George Lockfort
Nancy Martinez
David Shields
Denise Zuranski
Dennis Hutnik
Edmund Smith
Chuck Richardson
Roger Banowetz
Gregg Mullen
Christopher Blair
Tom Fitzgerald

Permit Technician

Karen Brawley
Sharon Malone
Andrew Gustilo
Matthew Winter
Cynthia Sanchez



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City of Garden Grove
Plan Check and Building Contractual Services
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Team Members

Short resumes for our proposed project team, including the teams qualifications and experience are outlined below. Full resumes are available upon request.

Name		Qualifications	
Type of Work / Contact	Education	Experience	Licenses / Certifications
Isam Hasenin, P.E., C.B.O. <i>Principal In-Charge</i> (858) 436.4159 isam.hasenin@us.bureauveritas.com	M.S., Civil Engineering B.S., Civil Engineering	30+ years of experience	Registered Professional Engineer: CA, #40755 ICC Certified: Plans Examiner
Khoa Duong, P.E. <i>Project Manager</i> (714) 431.4100 khoa.duong@us.bureauveritas.com	B.S., Civil Engineering	25+ years of experience	Registered Professional Engineer: CA, #43901 NV, #013620 ICC Certified: Certified Plans Examiner CEC Non-Residential & Residential
Mohammad Helvand, P.E. <i>Plan Review Engineer</i> (714) 431.4100 mohammad.helvand@us.bureauveritas.com	B.S., Civil Engineering	35+ years of experience	Registered Professional Engineer: CA, # 38227 GA, #PE041147 ICC Certified: Building Plans Examiner
Ed Chock, S.E., C.B.O. <i>Plan Review Engineer</i> (714) 431.4100 ed.chock@us.bureauveritas.com	M.S., Civil Engineering B.S., Mechanical Engineering	40+ years of experience	Registered Professional Engineer: CA, #24158 Civil CA, #3759 Structural NV, #018605 ICC Certified: Building Plans Examiner California Building Plans Examiner Certified Building Official
Syed Aleem, P.E. <i>Plan Review Engineer</i> (714) 431.4100 syed.aleem@us.bureauveritas.com	M.S., Civil/Structural Engineering B.S., Civil Engineering	35+ years of experience	Registered Professional Engineer: CA, #34272 ICC Certified: Building Plans Examiner
Boniface Simbwa, P.E. <i>Plan Review Engineer</i> (714) 431.4100 boniface.simbwa@us.bureauveritas.com	M.S., Civil Engineering B.S., Civil Engineering	25+ years of experience	Registered Professional Engineer: CA, #49713 GA, #PE041084 ICC Certified: Building Plans Examiner
Ali Sohelli, P.E. <i>Plan Review Engineer</i> (714) 431.4100 ali.sohelli@us.bureauveritas.com	B.S., Mechanical Engineering	25+ years of experience	Registered Mechanical Engineer: CA, #29229 AZ, #28207



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Name		Qualifications	
Type of Work / Contact	Education	Experience	Licenses / Certifications
Amir Amiri, P.E. <i>Plan Review Engineer</i> (714) 431.4100 amir.amiri@ us.bureauveritas.com	B.S., Electrical and Electronics Engineering	15+ years of experience	Registered Professional Engineer: CA, #20918
Cristian Son, P.E. <i>Plan Review Engineer</i> (916) 514-4505 cristian.son@ us.bureauveritas.com	M.S. Electrical Engineering Minor in Electro- Mechanical Applications	20+ years of experience	Registered Electrical Engineer: CA, #16910
Kirk Miya, P.E. <i>Plan Review Engineer</i> (714) 431.4100 kirk.miya@ us.bureauveritas.com	B.S., Civil Engineering	25+ years of experience	Registered Professional Engineer: CA, #33346 ICC Certified: California Building Plans Examiner
Michael Hill, P.E. <i>Plan Review Engineer</i> (714) 431.4100 micheal.hill@ us.bureauveritas.com	MSCE Structural Engineering B.S. Architectural (Structural) Engineering A.A. Mathematics	25+ years of experience	Registered Professional Engineer: CA, #66303 Registered Structural Engineer: CA, # 5992 ICC Certified: Building Plans Examiner
Tung Le, P.E. <i>Plan Review Engineer</i> (714) 431.4100 tung.le@us.bureauveritas. com	B.S., Civil Engineering	10 +years of experience	Registered Civil Engineer: CA, # C79720 ICC Certified: Building Plans Examiner
William Teachworth, P.E. <i>Plan Review Engineer</i> (714) 431.4100 william.teachworth@ us.bureauveritas.com	B.S., Civil Engineering	30+ years of experience	Registered Civil Engineer: CA, #37293 Engineer-In-Training Certified, #44383 ICC Certified: Plans Examiner
Neil Tuong, E.I.T. <i>Plans Examiner</i> (714) 431.4100 neil.tuong@ us.bureauveritas.com	B.S., Civil Engineering	18+ years of experience	California Engineer in Training ICC Certified: Building Plans Examiner
Dan Larsen, CASp <i>Plans Examiner</i> (916) 725.4200 dan@dlarsenconsulting. com	A.S., Engineering and Math	30+ years of experience	ICC Certified: Accessibility Inspector/Plans Examiner Building Inspector Building Plans Examiner DSA Certified Access Specialist #CASp-012



City of Garden Grove
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Name		Qualifications	
Type of Work / Contact	Education	Experience	Licenses / Certifications
B.J. Azarvand <i>Plans Examiner</i> (714) 431.4100 @us.bureauveritas.com	B.A., Architecture A.A., Architecture	16+ years of experience	ICC Certified: Building Plans Examiner
Joe Harris <i>Inspector</i> (714) 431.4100 joe.harris@ us.bureauveritas.com	A.S., Construction Technology	30+ years of experience	ICC Certified: Building Inspector
Jerry Plank <i>Inspector</i> (714) 431.4100 jerry.plank@ us.bureauveritas.com	A.A., Construction Technology	25+ years of experience	ICC Certified: Plumbing Inspector Mechanical Inspector Building Inspector IAPMO: Plumbing Inspector Mechanical Inspector
George Lockfort <i>Inspector</i> (714) 431.4100 george.lockfort@ us.bureauveritas.com		30+ years of experience	ICC Certified: Building Inspector Building Plans Examiner Combination Dwelling Inspector Mechanical Inspector Mechanical Inspector UMC Plumbing Inspector Plumbing Inspector UPC Prestressed Concrete Special Inspector- Legacy Reinforced Concrete Special Inspector- Legacy Residential Combination Inspector Structural Masonry Special Inspector Structural Steel & Welding Special Inspector
Nancy Martinez <i>Inspector</i> (714) 431.4100 nancy.martinez@ us.bureauveritas.com	B.A., Geography	35+ years of experience	Certificate, Construction Inspection ICC Certified: Building Inspector Electrical Inspector Residential Combination Inspector
David Shields <i>Inspector</i> (714) 431.4100 david.shields@ us.bureauveritas.com	Certificate of Achievement, Construction Inspection	32+ years of experience	HERS Title 24 Testing 2002 Concrete Testing Technician Grade 1 1998 - 2009 ICC Certified: Building Inspector



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Name		Qualifications	
Type of Work / Contact	Education	Experience	Licenses / Certifications
Denise Zuranski <i>Inspector</i> (714) 431.4100 denise.zuranski@ us.bureauveritas.com	Certificate, Construction Inspection	35+ years of experience	ICC Certified: Electrical Inspector Combination Dwelling Inspector Light Commercial Combination Inspector California Apprentice Council Certified: Building/Fire Prevention Inspector
Dennis Hutnik <i>Inspector</i> (714) 431.4100 dennis.hutnik@ us.bureauveritas.com	A.A., Electrical Engineering	30+ years of experience	ICC Certified: Building Inspector Building Inspector CBC Building Plans Examiner Building Plans Examiner CBC Certified Building Code Official Certified Building Official Combination Inspector Commercial Combination Inspector Commercial Electrical Inspector Electrical Inspector Mechanical Inspector Mechanical Inspector CMC Mechanical Inspector UMC Plumbing Inspector Plumbing Inspector CPC Plumbing Inspector UPC Residential Electrical Inspector
Edmund Smith <i>Inspector</i> (714) 431.4100 edmund.smth@ us.bureauveritas.com		14+ years of experience	ICC Certified: Building Inspector Commercial Electrical Inspector Residential Electrical Inspector
Roger Banowetz <i>Inspector</i> (714) 431.4100 roger.banowetz@ us.bureauveritas.com		42+ years of experience	ICC Certified: Building Inspector County of Los Angeles Certified Food Handler
Greg Mullen <i>Inspector</i> (714) 431.4100 greg.mullen@ us.bureauveritas.com	Studies in Accounting and Bookkeeping Ceramic Tile Institute	9+ years of experience	ICC Certified: Building Inspector UBC CA State Contractors Board, C-54 License Ceramic Tile Consultant Certification



City of Garden Grove
Plan Check and Building Contractual Services
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Name		Qualifications	
Type of Work / Contact	Education	Experience	Licenses / Certifications
Chuck Richardson, C.B.O., M.C.P. <i>Inspector</i> (714) 431.4100 chuck.richardson@ us.bureauveritas.com	Building Technology	25+ years of experience	California State Contractor, #617876 ICC Certified: Accessibility Inspector/Plans Examiner Building Inspector Building Plans Examiner California Building Plans Examiner California Combination Inspector California Commercial Building Inspector California Commercial Combo Inspector California Commercial Electrical Inspector California Commercial Mechanical Inspector California Commercial Plumbing Inspector California Residential Building Inspector California Residential Combination Inspector California Residential Electrical Inspector California Residential Mechanical Inspector California Residential Plumbing Inspector Certified Building Code Official Certified Building Official Certified Electrical Code Official Certified Housing Code Official Certified Mechanical Code Official Certified Plumbing Code Official Combination Inspector Combination Plans Examiner Certified Plumbing Code Official Combination Inspector Combination Plans Examiner Commercial Building Inspector Commercial Combination Inspector Commercial Electrical Inspector Commercial Energy Inspector Commercial Mechanical Inspector Master Code Professional -Partial list -
Karen Brawley <i>Permit Technician</i>	A.A. Business Administration	15+ years of experience	PC 832 Certification from Orange County Sheriff's Academy Notary Public, OR Real Estate Agent, CA, OR
Sharon Malone <i>Permit Technician</i>		10+ years of experience	
Andrew Gustilo <i>Permit Technician</i>	B.A., In Progress	5+ years of experience	
Matthew Winter <i>Permit Technician</i>	B.S., Computer Network Management	5+ years of experience	ICC Certified: Permit Technician



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Scope of Services

BVNA personnel have performed and managed plan review and inspections for literally thousands of projects. Project types include high-rise hotels and office buildings, institutional occupancies such as jails, shipping facilities, room additions, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure (roads, wet and dry utilities, etc.). Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed plan review staff, we are able to manage numerous and complex projects simultaneously. We are able to provide discipline-specific plan reviews and inspections to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City. (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure, etc.)

We are the largest plan review firm in the United States, providing full service code consulting and plan review services. Our team provides plan reviews for compliance with a variety of codes, including the California Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, Fire and the National Electric Codes as adopted by the City. 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.

We are able to offer the following plan review and inspection services to the City of Garden Grove:

- Architectural, fire and life safety examination
- Structural examination
- Energy code examination
- Accessibility requirements including:
 - Barrier free plans examination requirements
 - Disabled access
 - CASp
 - ADA
- Mechanical, plumbing and electrical code examination
- Review and approval of alternative materials, alternative design and methods of construction
- Fire plan review including:
 - Fire sprinkler and fire alarm
 - Smoke detection and dampers
 - Underground
- Civil plans examination including:
 - Grading/drainage and NPDES/SWPPP
 - Development
 - Infrastructure
 - Water/wastewater and Sewer
- Green building and LEED consulting including:
 - Green building consulting including CALGreen
 - ENERGY STAR verification and efficiency audits
 - Chain of Custody (COC) certification
- Inspection services including:
 - Construction, building and fire



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

Plan Review Capabilities

Architectural Review

BVNA blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. We are able to tailor our solutions specific to the City of Garden Grove as a result of having provided plan review, inspection services, specialty reviews and municipal administrative support for over 35 years.

Structural Review

BVNA is uniquely qualified and experienced in structural review and inspection. We have plan review and inspection personnel that have specialized experience with multi family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. We have several experienced structural engineers on staff who are immediately available to tackle the City of Garden Grove's most complex projects. We can provide a complete structural review of design drawings, details and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions. Our plan check staff is extremely knowledgeable with the revised structural lateral requirements of this code.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City of Garden Grove. Our staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training and experience necessary to review plans for compliance with these codes. Our staff, who are available immediately to the City of Garden Grove, have reviewed heating, cooling, distribution and return air systems, hoods and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City of Garden Grove. Our staff has the knowledge, training and experience necessary to review plans and inspect construction for compliance with these codes. We have licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Our staff, have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. We have licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience that have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Green Building Review

We have plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Our staff has been involved at various levels of energy code development in California and are certified to review and inspect for energy codes.



City of Garden Grove
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2. EXPERIENCE AND QUALIFICATIONS

Our staff has reviewed plans, and inspected projects, for projects that incorporate new technology, and complex energy code compliance. We have staff available to the City of Garden Grove who are CALGreen Certified.

LEED Consulting/Review

BVNA is at the forefront of the green building movement, and by implementing green building solutions, we help reduce energy consumption, maintenance and capital costs, environmental impact, and increase occupant comfort and health.

- Expertise in assisting municipal clients in green building ordinance implementation
- Provided approximately 1,000 LEED reviews for the USGBC
- Building services
- LEED submittal consultation
- Green building consulting
- CALGreen code compliance
- ENERGY STAR verification
- Energy efficiency audits
- Chain of Custody (COC) certification

T24 Energy Review

BVNA staff has extensive experience providing high quality plan review of proposed construction work to verify conformance with Title 24 Energy Efficiency Standards as well as the heating, ventilation, smoke control, life safety, and related construction requirements Building Code in a timely, consistent, transparent, professional, and courteous manner to all our clients. Our staff has reviewed construction of new buildings, as well as alterations, additions, and repairs to existing buildings.

Disabled Access Review

BVNA has extensive experience and capability that will enable our staff to provide complete plan review and inspection utilizing individuals who possess CAsp certification. We have CAsp certified individuals who are able to respond to the needs of the City of Garden Grove quickly. We currently provide CAsp certified individuals to jurisdictions in California to meet the requirements of SB 1608. Additionally, we have provided accessibility reviews and inspections of projects in the region.

Electronic Plan Reviewing

BVNA provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat, our plan reviewers can quickly and accurately review plans for compliance with applicable codes. Plans are submitted as PDF files via a secure and confidential FTP site. These plans are then reviewed by our staff who are able to place comments and redlines directly on the plans, corresponding to areas needing revisions. Redlined plans with comments are then forwarded to, or placed on the secure FTP site for the designers, engineers, and architects. The City also has access to the FTP site. Plans can then be revised and resubmitted via the same method described. If all items were resolved, hard copy plans are sent to BVNA for approval stamps and signatures. These stamped and signed approved drawings are sent to the jurisdiction for permitting. Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. Using Adobe Acrobat software, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.



City of Garden Grove
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Plan Review Methodology

Our proposed team familiarizes themselves with the requirements of a public agency before beginning a review. BVNA has extensive public sector experience, which assures that the public's interests are fully protected. We believe that technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. We have devoted a great deal of time and effort over the years to refining our approach and developing documentation to assist our clients and train our staff in understanding plan review procedures.

Submittals

BVNA will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our Deltek database, processed and returned on time to the client. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

To accomplish this we:

- Screen and log each application to assure that they are routed to all plan reviewers in a timely manner.
- Submittals are reviewed for compliance with all relevant state and City requirements. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Plan reviews will be done in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified. Construction valuation is based on information provided by the City and compared to estimates provided by the applicant.
- Provide a thorough architectural and structural review of design drawings and details for compliance with the California Building Code architectural provisions, including provisions for safety glazing, building security and noise insulation performance standards, to name a few.
- Plan review management.
- BVNA assures that corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Corrections

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate and a correction sheet is generated detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets.

Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed by our firm
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant



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Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

During the plan review process, BVNA is prepared to meet with the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions or meetings at project sites are welcomed to assure that any plan review issues are handled efficiently. We propose to meet at the offices of the building and safety division or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations.

Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- Completed plan review documents which include sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- All documents shall be provided in a format desired by the City.

Transmittal of Plans and Correction Lists

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

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

Option Item: Additional Contractual Positions / Additional Services

Permit Technician Services

BVNA staff will work with the City 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 City policies, procedures, administrative and technical regulations. Our staff is familiar with various software systems. Our staff will be able to answer questions pertaining to inspections, plan approvals, business license approvals and certificates of occupancy.

Permit technician services may include:

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

Building Inspection Services

BVNA 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 as well. Fast-track 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.

BVNA's inspection teams also provide on-call building inspection services to cover staff vacation time, peak work loads, 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.

BVNA 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 and requiring 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 disabled access 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 City of Garden Grove 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. Upon request, we will inspect existing buildings for substandard, unsafe conditions.

Third Party Plan Review and Inspection

Rapid development can be overwhelming to building departments and can cause schedule delays for developers, contractors, and design-build teams. Although public agencies are dedicated to providing a high level of customer service while ensuring the integrity of design and construction, their staff becomes overloaded and unable to keep the development moving forward efficiently.

Third party plan review and inspection enables BVNA to supplement the local authority having jurisdiction on a project-by-project basis, at the applicant's expense. This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints. This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal City plan review fee. With approval of the building official, our team can provide third-party plan reviews/inspections by allowing an applicant to provide payment directly to BVNA for our plan review fee or inspection costs.



BUREAU
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City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

Past Performance

For over 35 years BVNA has provided comprehensive municipal consulting services, including plan check, map check, and building field inspection services, throughout Southern California and the Western United States. A summary of BVNA's experience over the past five years in performing similar services for public entities, including county, city and municipal clients is outlined in the following section.

City of Corona

Building Department Services:
Building Plan Review and Inspection Services

Rebecca Wisniewski
Deputy Building Official/Plan Check Manager
400 S. Vicentia Avenue
Corona, CA 92882
(951) 279-3568
Rebecca.Wisniewski@ci.corona.us

Dates of Service:
7/2010 - Present

Contract Amount:
T&M

Project Team:

Kirk Miya, Davison Chanda, Dennis Hutnik, and Karen Brawley

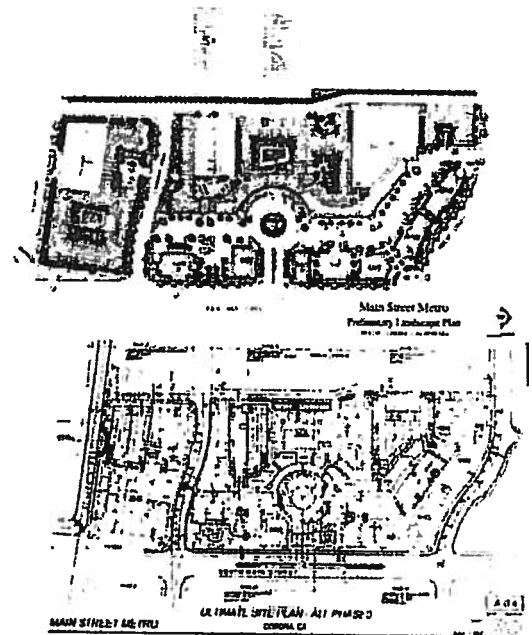
Since 2010, Bureau Veritas has been providing building plan check, building inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check.

BVNA assists the City in providing plan review services for small residential solar energy projects. Our team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects.

Projects Include:

Main Street Metro Urban Development

BVNA provides building plan review services for this new development in the City of Corona. This is a new mixed-use development that will bring 464 new one and two bedroom apartments, 77,000 sf of retail and restaurants, 683 -1,280 sf homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area. Additionally, our team reviewed parking structures A, B, and C for this project. Parking structure A is a five tier open parking garage spanning 112,740 sf. Parking structure B is a four tier open parking garage consisting of 109,543 sf of parking space and 8,997 square feet of assembly use on the top. Parking structure C is a five tier parking garage that includes 169,714 sf of parking space.



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS



May 17, 2016

OFFICE OF:

400 SOUTH VICENTIA AVENUE, P.O. BOX 940, CORONA, CALIFORNIA 92878-0940

To Whom It May Concern,

Bureau Veritas provides building safety staff augmentation services to the City of Corona's Building and Public Works Department. Multiple individuals assist in providing plan review, inspection, permitting, and other related services. Additionally, BV has provided an interim building official to assist with the transition of duties. I have found that Bureau Veritas staff has demonstrated technical expertise and sound judgment in performing their duties.

In my experience, Bureau Veritas staff's attention to detail has helped identify and mitigate problems quickly. Bureau Veritas staff has also demonstrated flexibility in moving quickly between projects, including a less-than-24-hour turnaround for small residential solar projects.

We look forward to a successful, continued working relationship with Bureau Veritas.

Sincerely,

Rebecca Wisniewski
Deputy Building Official/Plan Check Manager
400 S Vicentia Avenue, Corona, CA 92882
T 951 279 3568
rebecca.wisniewski@ci.corona.ca.us



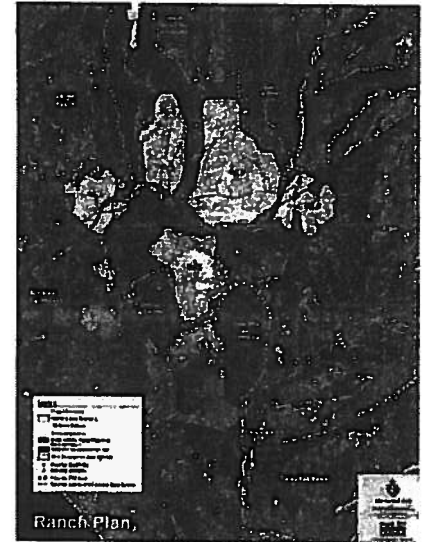
2. EXPERIENCE AND QUALIFICATIONS

Building and Civil Engineering, Plan Review and Inspection Services

Hadi.Tabatabaee@ocpw.ocgov.com

Dates of Service:	Contract Amount:
2012 - Present	NTE \$1,000,000

Project Team:
Neil Tuong, BJ Azarvand, Ziad Doudar, Monte Bowers, Steve McCarthy, Moe Heivand, Roger Banowetz, and Cristian Son



Since 2012, Bureau Veritas has played a key role in the evolution and growth of Orange County, local municipalities, and other agencies throughout Southern California by providing turn-key building and civil engineering, plan review and inspection services.

Projects include:

Rancho Mission Viejo (The Ranch) Development Plan Check

Bureau Veritas is currently providing plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000-acre development is composed of 6,000 buildable acres. Bureau Veritas staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval.

John Wayne Airport Terminals A and B

On behalf of Orange County Public Works, BVNA reviewed plans for the seismic strengthening of Terminals A and B of John Wayne airport for OCPW. The terminals were constructed with steel moment frame system in the 1970s. Each terminal is around 160,000 sf. After strengthening, both terminals will meet ASCE-41 criteria as essential facilities.

In 2014, a seismic analysis was conducted to investigate the ability of JWA to maintain Essential Facility performance in Terminals A and B. The terminals were originally constructed with steel framing with flat and high bay arched metal roof systems that included brittle wide flanged-beam connections which lacked the ductility to withstand major earthquakes. The seismic strengthening and retrofit included improvements to architecture, electrical infrastructure, heating, ventilation, air conditioning, mechanical systems, lighting systems, ADA compliance, IT systems, security and closed circuit television (CCTV) systems, general aesthetics improvements, and fire sprinkler and alarm systems.



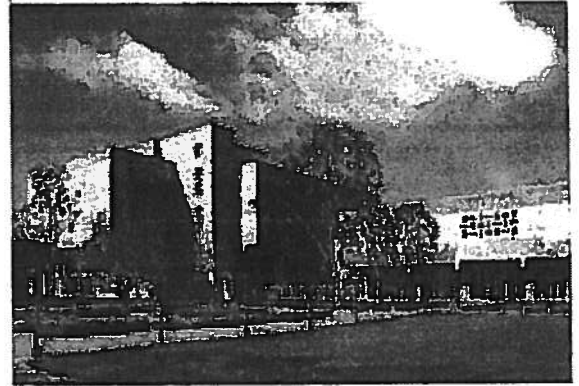
City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

City of Anaheim

Building Division: Building Inspection, Plan Review,
and Permit Processing Services

Bob Heinrich
Building Official
200 S. Anaheim Boulevard, #145
Anaheim, CA 92805
(714) 765-5153 ext. 5765

Dates of Service:	Contract Amount:
2015 - Present	\$450,000.00



Project Team:
Moe Heivand and Ziad Doudar.

BVNA was selected to provide building inspection, plan check and permit processing services to the Planning Department of the City of Anaheim for development projects on an as needed basis. Projects include single and multi family residential, new commercial, commercial tenant improvement, and other building projects. Additionally, our team provides in house plan review and inspection services utilizing licensed engineers, ICC certified plans examiners, and ICC certified inspectors.

Projects Include:

High-Rise Hotel Anaheim

BVNA is currently reviewing a new high rise hotel in the City of Anaheim.

BVNA has also provided plan review for the following projects for this year:

- Tenant Improvement: Construct 9,078 sq. ft. interior remodel to create offices, training rooms, server rooms and break room for "Arbor/Rescare expansion. Located at: 100 S Anaheim Blvd.
- Tenant Improvement: Construct 9,107 sq. ft. interior remodel to create offices, break room, display room and server room. Located at 100 S Anaheim Blvd., Suite 250
- New Commercial Construction: New 5-Story (178 room) "Hampton Inn & Suites". Located at: 100 W Katella Ave.
- Site Work: 57 LF (8 ft high) and 44 LF (8 ft high) trash enclosures. 110 LF (8 ft high), 110 LF (7.4 ft high), 170 LF (6 ft high) CMU perimeter block wall, (25) light poles, 124 LF of retaining walls (ft-8ft). Located at 1001 N Magnolia Ave.
- Non-Residential Addition: 1,427 sq ft addition to extend stage platform and storage for "Anaheim Free Methodist Church". Located at: 1001 N Mayflower Street
- New Commercial Construction: 2,500 sq.ft. single story building with drive-thru, awnings, and parking/access compliant with ADA for "POPEYE'S". Located at: 1005 N Magnolia Ave.
 - Install (2) illuminated channel letter wall signs, (1) free standing clearance bar sign and (2) free standing directional signs.
 - Trash enclosures, 30ln ft detached trash enclosure



City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS



City of Anaheim
PLANNING DEPARTMENT
Building Division

Date: May 17, 2016

To Whom It May Concern,

Bureau Veritas provides building safety staff augmentation services to the City of Anaheim's Building Department. Multiple individuals assist in providing plan review, inspection, and other related services. I have found that Bureau Veritas staff has demonstrated technical expertise and sound judgment in performing their duties. Their staff is helpful, communicate effectively, and work well as an extension of our team.

In my experience, Bureau Veritas staff's attention to detail has helped identify and mitigate problems quickly. Bureau Veritas staff has also demonstrated flexibility in moving quickly between projects, including a less-than-24-hour turnaround for small residential solar projects.

We look forward to a successful, continued working relationship with Bureau Veritas.

If you have any questions, or require additional information please contact me.

Sincerely,

ALBERTO PAIVA, P.E., CBO.

Plan Check Supervisor
Anaheim Planning Department | Building Division
200 South Anaheim Boulevard | Suite 145
Anaheim, CA 92805
Office 714 765 5153 ext 5/20
FAX 714 765 4607
Email apaiva@anaheim.net

200 S. Anaheim Blvd.
Suite #145
Anaheim, CA 92805
Tel: (714) 765-5153
Fax: (714) 765-4607
www.anaheim.net



**BUREAU
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City of Garden Grove
Plan Check and Building Contractual Services
2. EXPERIENCE AND QUALIFICATIONS

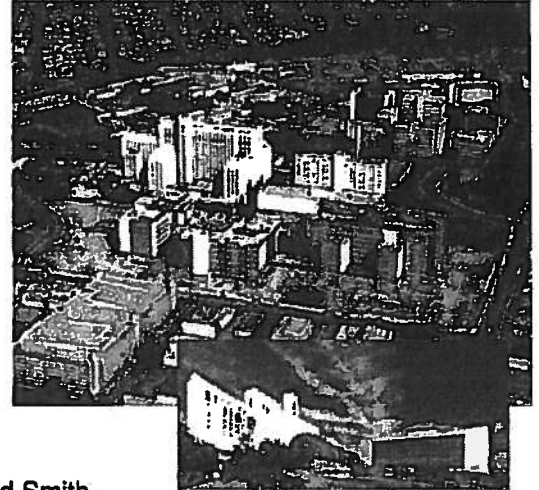
County of Los Angeles

Building and Safety Plan Check and Inspection Services

Fady Khalil, Senior Civil Engineer
Project Manager
900 S. Fremont Avenue
Alhambra, CA 91803
(626) 574-0941 ext 242.
fakhall@dpw.lacounty.gov

Dates of Service:
2003 - Present

Contract Value:
\$15 million



Project Team:

Kirk Miya, Nolan Miya, Andres Kortright, David Pascoe, Edmund Smith,
Chuck Richardson, Matt Winter, Sharon Malone, Cynthia Sanchez, Jerry Estrada, and Andrew Gustillo.

Since 2003 BVNA has been providing Inspector of Record, inspection, and building plan review services on over 60 building facilities projects, including some high-profile public works and essential services projects throughout the County of Los Angeles, such as courthouses, jails, fire stations, health facilities, medical centers, recreational facilities. Our staff's duties have included quality assurance, managing the submittal process, tracking change orders, and monitoring the contractors' safety program.

Projects Include:

University of Southern California Medical Center Replacement

BVNA has been providing construction management and inspection services for the \$560 million replacement of four hospital facilities on campus to provide a new tertiary-level medical center totaling 1,500,000 square feet. An additional \$97 million was allocated for the Capital Equipment budget. The project is composed of four distinct building components, including a 600-bed inpatient tower, base-isolated diagnostic/treatment facility, specialty outpatient clinic building and central plant. The common systems for all of these locations included a pneumatic tube, elevators, common low voltage systems, and automatic guided vehicles. Included in the project scope was asbestos abatement, construction of a pneumatic tube, elevators, common low voltage systems, and automatic guided vehicles.

Antelope Valley Courthouse

BVNA provided construction management and inspection services for the new 382,000-square-foot, \$113 million facility on a 17-acre site in Lancaster with parking for 1,105 vehicles, including 35 secure spaces below grade. The structure consists of four stories above grade, one level below grade, a three-story glass atrium entry with a concrete panel, and glass exterior over braced steel frame. Upon completion this structure contains the Superior Court, Sheriff's Department, Probation Department, District Attorney's Office, the Public Defender's Office, and the Alternate Public Defender's Office. There are 11 elevators, 21 courtrooms, 33 judge's chambers with secure access to all courts and chambers and secure parking below grade.



References

The most important selection criteria for clients that choose Bureau Veritas is expertise. Having provided QHSE services for over a century, we are the foremost expert in the field. Our greatest asset is our reputation. That reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. Descriptions of previous projects provided in the following section relate to the below client references and services we have provided them.

BVNA provides timely delivery and exceptional customer service in the most cost-effective manner. Our long-standing presence in Southern California has enabled us to gain the knowledge of the local area and to provide continuity, responsiveness to on-call assignments, and technical proficiency.

BVNA will bring a cooperative and creative problem solving approach to plan review. We fully understand our role as a team member committed to achieving successful projects for the City and its customers. Our team has considerable experience providing plan review and inspection services to the following Southern California jurisdictions:

Orange County
Building and Civil Engineering, Plan Review
and Inspection Services
Hadl Tabatabaee
Building Official, Public Works Department
300 North Flower Street
Santa Ana, CA 92703
(714) 667-8843

City of Corona
Building Plan Review and Inspection Services
Rebecca Wisniew
Deputy Building Official/Plan Check Manager
400 S. Vicentia Avenue
Corona, CA 92882
(951) 279-3568

City of Rancho Cucamonga
Building Plan Review and Inspection Services
Trang Huynh, P.E., C.B.O.
Building & Safety Director
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
(909) 477-2710

City of La Mesa
Building Inspection Services
Jessie Wu
City Building Official
8130 Allison Avenue
La Mesa, CA 91942
(619) 667-1159

City of Anaheim
Building Inspection, Plan Review, and Permit
Processing Services
Bob Heinrich
Building Official
200 S. Anaheim Boulevard, #145
Anaheim, CA 92805
(714) 765-5153 ext. 5765

County of Los Angeles
Building and Safety Plan Check Services
Fady Khalil, Senior Civil Engineer
Project Manager
900 S. Fremont Avenue
Alhambra, CA 91803
(626) 574-0941 ext 242.
fakhall@dpw.lacounty.gov



EXHIBIT B

BILLING RATES/ FEE SCHEDULE



August 30, 2017

City of Garden Grove
Attn: Mr. Saeed Amirazizi
11222 Acacia Parkway
Garden Grove, CA 92840

Re: Best and Final Offer - Plan Check Services

Dear Mr. Amirazizi,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our Best and Final Offer (BAFO) to the City of Garden Grove. Thank you for the opportunity to adjust our fees and providing additional information for your consideration. We understand there are two (2) categories for which we are addressing:

1) Rate and Service Structure

BVNA agrees to the fee schedule proposed by the City.

<u>Project Valuation</u>	<u>% of City P.C. Fee</u>
Up to \$1 Million	70%
\$1 Million to \$10 Million	60%
\$10+ to \$50 Million	50%
\$50+ Million to \$200 Million	40%
\$200 Million +	35%

2) Plan Check Related Meetings

BVNA staff will be available to attend pre-construction or pre-design meetings, field visits, and meetings with the design teams, construction team, architects, and project owners for assigned projects at no cost to the City. Additionally, our team will work with the designers to remedy plan review related issues quickly and efficiently.

We also understand that this BAFO will serve as a replacement to our original submittal.

We appreciate the opportunity to present our BAFO and look forward to working with the City of Garden Grove to support the activities of the building department, construction community, and the City's customers.

Sincerely,

Khoa Duong, P.E.
Vice President of Code Compliance
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
P. 714.431.4123
E. khoa.duong@us.bureauveritas.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/05/2017

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 199 Water Street New York NY 10038-3551 USA		CONTACT PHONE (A/E No. Ext): 866-283-7122 FAX No.: 800-363-0105 E-MAIL Address:	
INSURED Bureau Veritas North America, Inc. 180 Promenade Circle, Suite 150 Sacramento CA 95834 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company 30104 INSURER B: Hartford Fire Insurance Co. 19682 INSURER C: Allianz Global Risks US Insurance Co. 35300 INSURER D: Twin City Fire Insurance Company 29459 INSURER E: Trumbull Insurance Company 27120 INSURER F: Sentinel Insurance Company, Ltd 11000	

COVERAGES **CERTIFICATE NUMBER:** 570068251153 **REVISION NUMBER:** 1
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	CGL2008089	01/01/2017	01/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	10 AB 541202 AOS 10 AB 541203 HI	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
E <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY H ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	10WNS41200 AOS 10WNS41200 AK ID IL NJ NY	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C Archit&Eng Prof	PPL2008139 SIR applies per policy terms & conditions	01/01/2017	01/01/2018	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Garden Grove and its officers, council members, officials, employees, agents and volunteers are Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Garden Grove 11222 Acacia Parkway 2nd Floor Garden Grove CA 92840 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.



AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Numbe 570068251153		EFFECTIVE DATE	
CARRIER See Certificate Numbe 570068251153	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :Hartford Insurance Co of The Southeast	38261
INSURER H :Hartford Ins Co of the Midwest	37478
INSURER I :Property & Casualty Ins Co of Hartford	34690
INSURER J :Hartford Accident & Indemnity Company	22357

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION					(MM/DD/YYYY)	
A		N/A		10WNS41200 HI MA	01/01/2017	01/01/2018	
J		N/A		10WNS41200 AZ GA KY MI MN NE OK SC	01/01/2017	01/01/2018	
F		N/A		10WNS41200 IA	01/01/2017	01/01/2018	
K		N/A		10WNS41200 CA NC	01/01/2017	01/01/2018	
B		N/A		10WNS41200 FL NH ND OH WA WY	01/01/2017	01/01/2018	
G		N/A		10WNS41200 PA	01/01/2017	01/01/2018	
I		N/A		10WNS41200 DE LA VT	01/01/2017	01/01/2018	
D		N/A		10WBR541201 WZ	01/01/2017	01/01/2018	



Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.
POLICY NUMBER See Certificate Numbe 570068251153		
CARRIER See Certificate Numbe 570068251153	NAIC CODE	
		EFFECTIVE DATE

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER K : Hartford Casualty Insurance Co	29424
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

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.

Reviewed and approved as to insurance language
and/or requirements.

Risk Management
9-25-17

1. BROAD FORM INSURED

A. 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.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) 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.

D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. 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:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) 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.

E. Primary and Non-Contributory if Required by Contract

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

(3) 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.

(4) 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 (3) and (4) 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 Other Insurance 5.d.

2. 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 OTHER INSURANCE Condition is amended by adding the following:

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. 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.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO 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.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS 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.

17. 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.

18. 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.

19. 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: 01/01/2017 Effective hour is the same as stated on the Information Page of the policy.

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

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 FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
9-25-17

Countersigned by

Susan A. Cristaneda

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:

POLICY NUMBER: CGL 2008089 ✓

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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.

Reviewed and approved as to insurance language
and/or requirements.
William Jay
Risk Management
9-25-17

- 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 shown in the Declarations;

whichever is less.

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

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

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and/or requirements.

Heidi M. Jay
Risk Management
9-25-17

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

POLICY NUMBER: CGL 2008089 ✓

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

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
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.

Reviewed and approved as to Insurance language
and/or requirements.

Neelam Jay
Risk Management
9-25-17

