

CITY OF SAN PABLO
AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC.
FOR ON-CALL CONSULTING SERVICES
Fiscal Years 2026-27 and 2027-28

THIS AGREEMENT (“**Agreement**”), effective the 1st day of July, 2026 (“**Effective Date**”), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (“**City**”), and Bureau Veritas North America, Inc., a Delaware Corporation, (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the City desires to engage a consultant to provide on-call plan check, building inspection, permit technician and land surveying services on an as-needed basis the City (“**Services**”) as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City’s best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide on-call plan check, building inspection, permit technician, and land surveying services on an as-needed basis to the City as specified in the scope of services set forth in Consultant’s proposal dated March 31, 2026 (“**Proposal**”), attached as **Exhibit A** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the Proposal and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services (“**Additional Services**”) subject to prior written authorization by the City, as further specified below in Section (3), “Additional Services.”

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee (“**City Manager**”). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City’s discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City’s

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

D. **Primary Service Provider.** The City has approved of Craig Baptista as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

E. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000)** as follows:

on a deliverables basis for services rendered, at the hourly rates identified in the Fee Schedule included in Exhibit A, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) per fiscal year for two (2) fiscal years, Fiscal Year 2026-27 and Fiscal Year 2027-28, for a total contract amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (22), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on **June 30, 2028**. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
None	None

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this

Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.

- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire

without at least thirty (30) days advance written notice to the City, unless due to non-payment of premiums, in which case ten (10) days advance written notice is required.

3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) Indemnification. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and

judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs

shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

- A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person

because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“**ADA**”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) Local Subcontracting – Outreach. Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) Termination.

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) Breach. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) Authority of Parties. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) Counterparts. This Agreement may be executed in duplicate counterparts.

(36) Multiple Copies of Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) Notices. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Bureau Veritas North America, Inc.
Attn: Craig Baptista
180 Promenade Circle, Ste 150
Sacramento, CA 95834

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

This Agreement is subject to federal funding. See Exhibit C.
 This Agreement is not subject to federal funding.

(39) Caltrans Funding Requirements (if applicable). If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

This Agreement is subject to funding by Caltrans. See Exhibit D.
 This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed: _____

Date signed: _____

BUREAU VERITAS NORTH AMERICA, INC.

By _____
Craig Baptista, Vice President

Date signed: _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed: _____

Attachments:
Exhibit A: Consultant's Proposal dated March 31, 2026

Exhibit A
Consultant's Proposal dated March 31, 2026



**BUREAU
VERITAS**

BV BUILDING & INFRASTRUCTURE, FACILITIES DIVISION

STATEMENT OF QUALIFICATIONS

PLAN REVIEW, INSPECTION
& PERMIT TECHNICIAN SERVICES

CITY OF SAN PABLO

Sergio Caldera, C.B.O.
1000 Gateway Avenue,
San Pablo, CA 94806
P: 510.215.3039 | F: 510.215.3014
E: sergioc@sanpabloca.gov

CONTACT

Craig Baptista
Vice President – Facilities Division, West Region

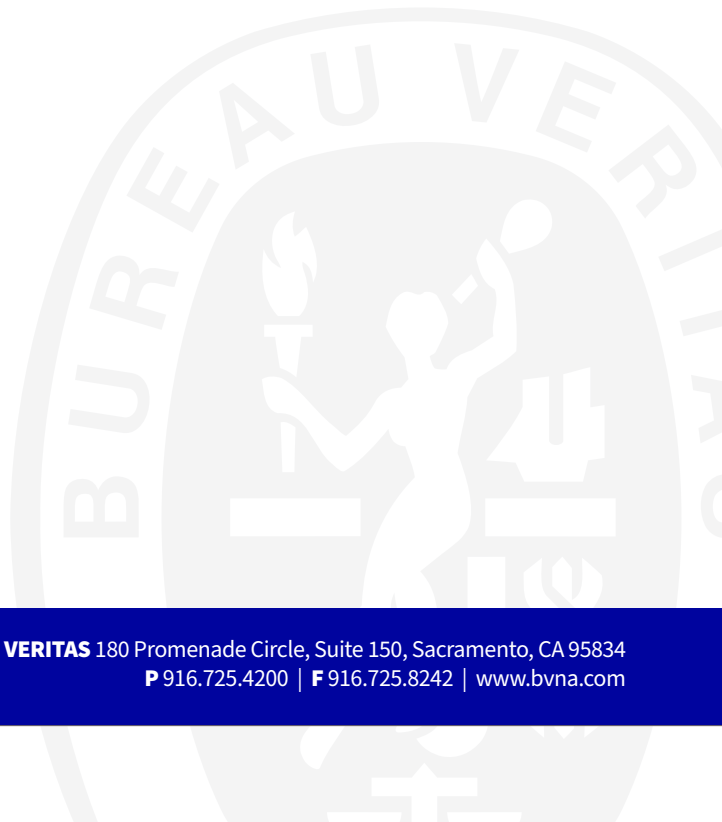
Bureau Veritas

180 Promenade Circle, Suite 150
Sacramento, CA 95834
p: 916.514.4516 | c: 916.291.9151
craig.baptista@bureauveritas.com



Table of Contents

1. Cover Letter	03
2. Firm Introduction	04
3. Service Capabilities & Qualifications.....	05
4. Relevant Project Experience.....	11
5. Fee Schedule.....	13
6. Contact List.....	15



1. COVER LETTER

March 31, 2026

CITY OF SAN PABLO
Sergio Caldera, C.B.O.
1000 Gateway Avenue,
San Pablo, CA 94806

Dear Mr. Caldera,

On behalf of Bureau Veritas (BV), we are pleased to present our qualifications to provide Staff Augmentation Services to the City of San Pablo (City). We take great pride in our ability to provide exemplary services to our clients. Our Statement of Qualifications will highlight our experience providing similar services for cities, counties, and building departments. We have the breadth and depth of resources, skills, and expertise needed to provide excellent plan review services for the City.

BV has provided code compliance review services for more than 100 agencies throughout the State of California and 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 agencies we serve makes BV an ideal partner for the District. Our professionals have extensive experience in providing services related to code compliance review for projects of all sizes and complexities.

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 BV an ideal partner for the City. We offer optimal solutions to deliver quality services:

- Licensed and certified professionals with unparalleled building and safety expertise
- Established relationships to ensure timely reviews, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Proven web-enabled best practices, quality control processes, and electronic plan check
- Proven experience providing services to the City of San Pablo and throughout the Northern California region
- Close collaboration and frequent communication with our clients and applicants to ensure project success

We appreciate the opportunity to submit our qualifications to provide staff augmentation services to the City. On behalf of the entire BV team, we look forward to continuing our successful, professional relationship with the City by supporting your projects with highly trained professionals, code expertise of the highest level, and a commitment to serving the City successfully.

Sincerely,



Craig Baptista, Vice President – Code Compliance, West
180 Promenade Circle, Suite 150,
Sacramento, CA 95834
p: 916.514.4516 | c: 916.291.9151
craig.baptista@bureauveritas.com



Jessie Oswald, C.B.O. - Sr. Project Manager
111 Santa Rosa Ave, Suite 230
Santa Rosa, CA 95404
p: 369.201.7047
jessie.oswald@bureauveritas.com



Trang Huynh, P.E., C.B.O. - Regional Manager, West Plan Check & Inspection
220 Technology Drive, Ste.100
Irvine, CA 92618
p: 714.487.4223
trang.huynh@bureauveritas.com

2. FIRM INTRODUCTION

Firm Background

Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with **over 75,000 employees**, Bureau Veritas has unparalleled expertise and resources to manage projects requiring a broad range of expertise across vast geographies. With operations in **140 countries and all continents**, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world.

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

What Sets Us Apart

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

Unparalleled Expertise

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

Depth of Resources and Proximity to Meet Peak Workloads

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

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

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

Putting the Right People to Work for You

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

3. SERVICE CAPABILITIES & QUALIFICATIONS

Building Department Plan Review

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

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

We offer the following plan review and inspection services:

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

Plan Review Time Schedule

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

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

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

Electronic Plan Reviewing

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

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

3. SERVICE CAPABILITIES & QUALIFICATIONS



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

Transmittal of Plans and Correction Lists

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

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

Thrid Party Plan Review and Inspection Services

Supplementing the development community to provide exceptional customer service and expertise

Rapid development can be overwhelming to building departments and can cause schedule delays for developers, contractors, and designbuild 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 BV 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 BV, independent of the normal County plan review fee. With approval of the building official, our team can provide third-party plan reviews/inspections by allowing an applicant to provide

3. SERVICE CAPABILITIES & QUALIFICATIONS

payment directly to BV for our plan review fee or inspection costs.

This program is utilized by many public agencies, developers, contractors, and project management firms to help promote economic development, keep projects on track, expedite projects, etc. BV teams with cities, counties, developers, contractors, project managers, design-build teams, and other members of the development community to provide a high level of customer service, experience, and technical expertise.

We have provided third party plan review and inspection services for thousands of projects throughout the United States including in-plant inspections of modular housing.

What are the key benefits?

Demand-driven resources encourage development: Third party programs provide efficient performance standards and turnaround times, thus promoting economic development and not delaying it.

Tailored solutions: Based on each client's specific needs and challenges, BV has the ability and wide range of resources to provide full or partial third party plan review and inspection support to verify conformity to the requirements of the regulatory codes adopted in the agency having jurisdiction.

Increased customer service levels: Third party programs result in quicker turnaround times, availability of experts for consulting and to answer questions, and more thorough and consistent inspections.

Why Choose Bureau Veritas?

Knowledge and Expertise: Certified by the International Code Council and licensed by applicable state agencies, BV plans examiners and engineers are proficient in the application of design and testing standards and have participated in the development of design standards on many different levels.

BV inspection staff is also certified by the International Code Council and many are multi-disciplined. Having a multi-disciplined inspector ensures consistent inspections by the same inspector for all trades. Multidisciplined inspectors also provide the construction teams with a single point of contact throughout the duration of the project.

Reputation: BV has become the leader in construction code compliance services throughout the United States. The growth of BV's construction code compliance division is the result of repeat clients and client referrals.

Building Inspection

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

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

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

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

3. SERVICE CAPABILITIES & QUALIFICATIONS

6. Maintain a record of non-complying items and follow up to resolution of such items.
7. Inspect existing buildings for substandard, unsafe conditions, upon request.

Permit Technician Services

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

Permit technician services may include:

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

Building Department Administration and Special Project Management

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

Fire Plan Review

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

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

Fire Inspections

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

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

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually,

3. SERVICE CAPABILITIES & QUALIFICATIONS

triennially, every five years, or any other length of time as mandated by the adopted codes.

Engineering Plan Review Services

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

Foremost among these are the following:

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

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

Plan Review Compliance Standards

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

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

- Greenbook
- Geotechnical Report recommendations
- Conditions of Approval of the use permit or tentative map
- Municipal Code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA and Title 24 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

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

Improvement Plan Review Tasks

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

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

Prompt turnaround of quality plan reviews is the hallmark of our service. Ideally, the review process involves no more than two plan submittals, perhaps three under extraordinary circumstances. To achieve this, it is important for the plan reviewer to see the "big picture" during the approval process and to expedite the review, while assuring adherence to all adopted standards and requirements.

Development Review & Entitlement Processing

Accurate, Timely Civil Engineering Plan & Final Map Reviews

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

3. SERVICE CAPABILITIES & QUALIFICATIONS



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

Map Review

Final Maps and Parcel Maps

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

Reversions to Acreage

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

Lot Line Adjustments and Parcel Mergers

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

Legal Descriptions and Plats

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

Certificates of Correction

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

Flood/Floodplain Management

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

4. RELEVANT PROJECT EXPERIENCE



City of Burlingame

Plan Review and Inspection Services

Since 2003, BV provides in-house staff and outside plan reviews as well as inspections for a wide range of projects for the City of Burlingame. Staff has reviewed commercial buildings, condominiums, office buildings, medical offices, residential projects, tenant improvements of various complexities as well as buildings for assembly occupancies. BV provides a licensed engineer two days per week to the City. BV has provided a building inspector to the City to inspect residential and commercial projects.

City of San Jose

Plan Review Services

BV currently provides plan review services for the City of San Jose and primarily works on large, complex projects in the growing and diverse region. We provide on-call in-house engineers to complete plan reviews for mixed use, single family residential, multi-family residential, commercial, industrial, etc. Projects include a new residence, major interior alterations and minor additions to residential properties, major additions to a second-floor residential home, and fire damage repair to six apartment units in a 10-unit building. We currently provide in-house plan review engineer services half-time. Our plan review engineer assists with reviewing residential and commercial projects, which include new construction, tenant improvements, additions, and remodels.

City of Newark

Plan Review Services

Since 2008, BV has provided plan review services to the City of Newark. Services include complete or partial review of private or public construction projects regulated by state and local building codes as requested by the City. Field inspection services of private or public construction projects regulated by state and local building codes as requested by the City and miscellaneous building, housing and zoning enforcement services as requested by the City.

City of East Palo Alto

Development Review

BV personnel review final maps, parcel maps, and lot line adjustments for conformance with the approved tentative map, the conditions of approval, local ordinances, and the Subdivision Map Act. BV also provides the grading and drainage plan and improvement plan review on-site and off-site for conformance to the Cities' design standards and general practice standards. Stormwater Management Plans are reviewed for compliance with the County Stormwater Pollution Prevention Program.

City of Fairfield

Engineering Review, Map Checking and Land Surveying Services

BV has provided map review and land surveying services for the City of Fairfield for over 5 years. Projects include The Cottages' review, which is a four acre development that will include nearly 46 single family attached homes with a private park. Another project is the Garibaldi Ranch Unit 6 projects is a proposed residential family subdivision which would include 205.65 acres housing 675 lots varying in size from 4,000 sq. ft. to over 20,000 sq. ft. Bureau Veritas provided the review of the final map to verify conformance to the requirements of the Subdivision Map Act, the City of Fairfield Municipal Code, the approved Tentative Map, and the Conditions of Approval.

4. RELEVANT PROJECT EXPERIENCE



City of Santa Rosa

Post-Fire Recovery Plan Review, Permitting and Inspection Services

Resilient City Permit Center

BV was selected to provide post-fire recovery and rebuilding assistance. In 2017, the most destructive wildfire in California history spread through the Sonoma County region and left more than \$1.2 billion of property damage. BV provides planning services for the Resilient City Permit Center, an additional permit center dedicated to the rebuilding efforts after the Sonoma County fires. The firm's team is handling not only plan checks and inspection but higher than usual permit application volumes. This recovery-centered office is staffed by the firm's in-house team of plans examiners and permit technicians. The office offers permit intake and processing, record support, plan check, and inspection services. The Resilient City Permit Center provides the full range of planning and building assistance to residents, contractors, and developers. BV's team supports the center while 3,000 residential homes and more than 20 commercial structures are rebuilt. In addition to the in-house, full-time staff at the Resilient City Permit Center, BV provides 12 extra engineers and plans examiners when there is a particularly high spike in applications.



5. FEE SCHEDULE

SCHEDULE OF FEES

STAFF AUGMENTATION SERVICES

APRIL 6, 2023

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

These include:

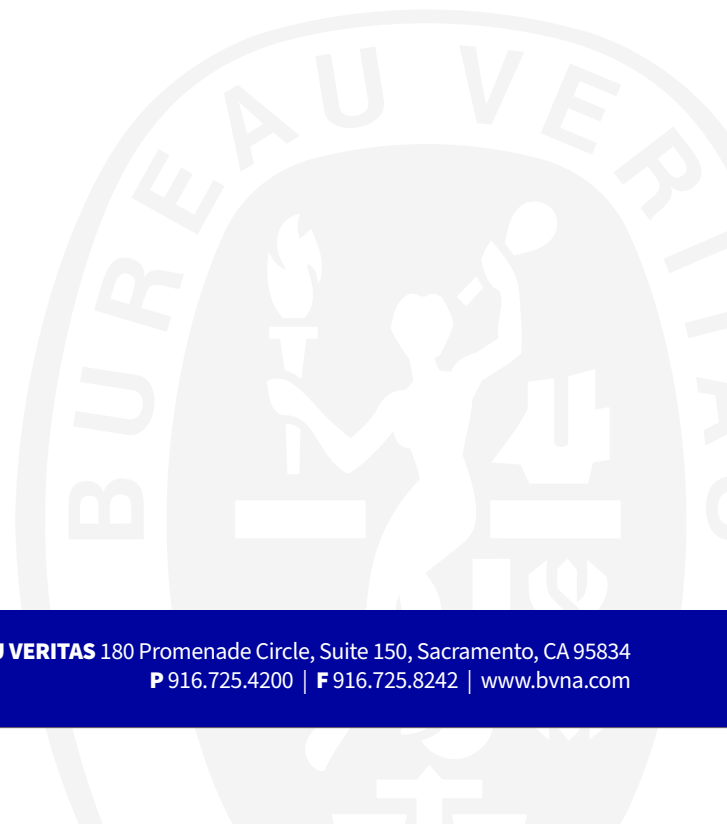
- Reduced plan review and inspection turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in business for 193+ years

PLAN REVIEW FEE	
*55% OF CITY COLLECTED PLAN REVIEW FEE'S	
HOURLY RATES	
Personnel Classification/Title:	Hourly Rate:
Surveyor**	\$195
Sr. Civil Engineer	\$190
Fire Protection Engineer	\$185
Project Manager / Building Official	\$165
Structural Engineer/Sr. Plan Review Engineer	\$155
Associate Civil Engineer	\$155
CASp Inspector (Transition Planning and Site Assessment)/Civil Engineer	\$155
Plan Review Engineer & CASp Plans Examiner/Sr. Plans Examiner	\$140
Fire Specialist / Fire Plans Examiner	\$140
Engineering Technican	\$120
ICC Certified Plans Examiner	\$125
Sr. Building Inspector	\$110-125
Building Inspector	\$95-\$110
Permit Technician	\$80-\$90
Administrative Support / Clerical	\$70-\$80

5. FEE SCHEDULE

- *For construction types I-A, II-A, III-A, I-B, II-B, III-B and I-V and additional 10% will be added to the fee total with approval from City due to complexity of the projects
- **Minimum three hours per site survey and applicable mileage.
- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 1.25 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Services to be invoiced monthly; plan review fee to be invoiced after initial review.

This schedule of fees is valid from January 1, 2026 through December 31, 2026 and is subject to annual review and adjustment, with Client approval.



6. CONTACT LIST

MANAGEMENT

Gus Guerrero, P.E., PMP, LEED AP
Chief Operating Officer

220 Technology Drive, Suite 100
Irvine, CA 92618
P 818.406.1495
E gus.guerrero@bureauveritas.com

Craig Baptista
Vice President - West

180 Promenade Circle, Suite 150
Sacramento, CA 95834
P 916.514.4516
E craig.baptista@bureauveritas.com

Jessie Oswald, C.B.O.
Senior Project Manager

111 Santa Rosa Ave, Suite 230
Santa Rosa, CA 95404
P 369.201.7047
E jessie.oswald@bureauveritas.com

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

220 Technology Drive, Suite 100
Irvine, CA 92618
P 714.431.4123
E trang.huynh@bureauveritas.com

Sal Gonzales
Operations Manager

180 Promenade Circle, Suite 150
Sacramento, CA 95834
P 916.514.4529
E salvador.gonzalez@bureauveritas.com

CALIFORNIA OFFICES

Sacramento Office

180 Promenade Circle, Suite 150
Sacramento, CA 95834
P 916.725.4200 | 916.725.8242

Santa Rosa Office

111 Santa Rosa Ave, Suite 230
Santa Rosa, CA 95404
P 707.757.6090

Atascadero Office

5905 Capistrano Avenue, Suite F
Atascadero, CA 93422
P 805.792.1109

San Diego Office

9988 Hibert Street, Suite 100
San Diego, CA 92131
P 858.863.2000

Pasadena Office

600 N. Rosemead Blvd., Ste 205
Pasadena, CA 91107
P 626-325-9800

Westlake Village Office

250 N. Westlake Blvd., Suite 150 West-
lake Village, CA 91362
P 805.230.2888 | 800.803.3622

Irvine Office

220 Technology Drive, Suite 100
Irvine, CA 92618
P 949.528.3099



BUREAU
VERITAS

www.bvna.com