

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 City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. 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 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, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and

its councilmembers, officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the City Manager.

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 coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

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.

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: _____

— _____
President

By: _____

— _____
Secretary

APPROVED AS TO FORM:

By: Omar Sandoval

— 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

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



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4. Rate and Service Structure	under separate sealed envelope



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

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**



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 | Fire Inspector I |
| Building Inspector | Fire Inspector II |
| Building Plans Examiner | Fire Plans Examiner |
| Certified Building Code Official | Green Building Residential Examiner |
| Certified Building Official | Property Maintenance & Housing Inspector |
| Certified Electrical Code Official | Master Code Professional |
| Certified Fire Code Official | Mechanical Inspector |
| Certified Housing Code Official | Mechanical Inspector UMC |
| Certified Mechanical Code Official | Mechanical Plans Examiner |
| Certified Plumbing Code Official | Plumbing Inspector |
| Combination Inspector | Plumbing Inspector UPC |
| Combination Plans Examiner | Plumbing Plans Examiner |
| Commercial Combination Inspector | Residential Building Inspector |
| Commercial Energy Inspector | Residential Combination Inspector |
| Commercial Energy Plans Examiner | Residential Electrical Inspector |
| Disaster Response Inspector | Residential Energy Inspector/Plans Examiner |
| Electrical Inspector | Residential Fire Sprinkler Inspector / Plans Examiner |
| Electrical Plans Examiner | Residential Mechanical Inspector |
| Energy Code Specialist | Residential Plumbing Inspector |



2. EXPERIENCE AND QUALIFICATIONS

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



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.



2. EXPERIENCE AND QUALIFICATIONS

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



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.



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,

A handwritten signature in blue ink that reads "Rebecca Wisniewski".

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

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:

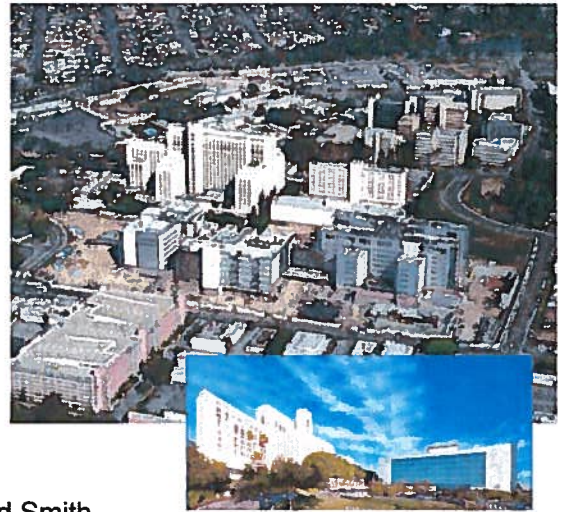
- Tenant Improvement: Construct 9,078 sq. ft. interior remodel to create offices, training rooms, server rooms and break room for "Arbor/Rescare expansion. Located at: 100 S Anaheim Blvd.
- Tenant Improvement: Construct 9,107 sq. ft. interior remodel to create offices, break room, display room and server 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, 30In ft detached trash enclosure

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.
fakhalil@dpw.lacounty.gov

Dates of Service: Contract Value:
2003 - Present \$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.



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