### **Contract #222849-02**

### **On Call Plan Review Services**

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1. Letter of Concurrence



Maritza Felix Senior Contract Officer (520) 837-4107 Maritza.Felix@tucsonaz.gov

September 29, 2022

sent via email this day craig.baptista@bureauveritas.com

Craig Baptista Bureau Veritas North America, Inc. 17200 N. Perimeter Drive Scottsdale, Arizona 85255

Subject: RFQ No. 222849- On Call Plan Review Services Request for Concurrence on Negotiated Rates

Mr. Baptista,

c File 222849

This letter serves as a request for concurrence that the attached fee schedule is agreed upon for the subject solicitation and resulting contract. Specifically, you are asked to provide written confirmation by signing the concurrence line below.

a. Exhibit A- Fee Schedule (4 pages)

Please submit a written response providing your firm's concurrence at your earliest convenience via email to me at <a href="Maritza.Felix@tucsonaz.gov">Maritza.Felix@tucsonaz.gov</a>. If you should have any questions, please call me at (520) 837-4107.

Olympholic Signature Date

Maritza Felix
Printed Name

BUREAU VERITAS:

09/27/2022

Authorized Signature Date

Craig Baptista

Printed Name

2. Fee Summary	

3.	Bureau	Veritas'	response	to Intent to
		N	egotiate	

#### [EXTERNAL] RE: City of Tucson, RFQ# 222849- On Call Plan Review Services- ITN

### Craig BAPTISTA < craig.baptista@bureauveritas.com>

Mon 8/29/2022 2:23 PM

To: Maritza Felix < Maritza. Felix@tucsonaz.gov>

Good Afternoon Maritza,

Attached is the updated ITN document with our proposed hourly rates for the City of Tucson Review and Consideration.

In the document we identified the Discipline Category titles as noted. Please let me know if we should list our standard positions next to the City Discipline Category's for clarification or if the form is acceptable as presented.

Thank you for the opportunity to present our fee schedule.

Best Regards.

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, f: 916.725.8242
craig.baptista@bureauveritas.com
https://www.bvna.com/building-infrastructure

**Shaping a World of Trust** 

From: Maritza Felix <Maritza.Felix@tucsonaz.gov> Sent: Thursday, August 25, 2022 11:28 AM

To: Craig BAPTISTA < craig.baptista@bureauveritas.com>

Cc: Juan Garcia < Juan.Garcia@tucsonaz.gov>; Dan Longanecker < Dan.Longanecker@tucsonaz.gov>; Jessica Goforth < Jessica.Goforth@omniapartners.com>

Subject: City of Tucson, RFQ# 222849- On Call Plan Review Services- ITN

#### Be careful with this message: it is coming from an external sender

Do not open attachments nor click on links, unless you are sure that the content is safe

Hello,

Attached is the Notice of Intent to Negotiate for the above referenced solicitation. Please let me know if you have any questions or concerns.

Thank you & Congratulations!

Maritza Felix Senior Contract Officer Business Services Department Shared Services- Procurement Public Works Satellite Telephone: 520-837-4107 www.tucsonprocurement.com

This message contains confidential information. To know more, please click on the following link: http://disclaimer.bureauveritas.com

## 4. City of Tucson's Request for Intent to Negotiate



Craig Baptista
Bureau Veritas North America, Inc.
17200 N. Perimeter Drive
Scottsdale, AZ. 85255
craig.baptista@bureauveritas.com

SUBJECT: Intent to Negotiate RFQ NO. 222849

**On Call Plan Review Services** 

Dear Mr. Baptista:

Congratulations! Your firm has been selected as the top-scoring firm to provide **On Call Plan Review Services.** Therefore, the City is pleased to invite your firm to enter into negotiations for the subject contract. All terms and conditions in the solicitation will become the terms and conditions of the contract.

Please submit proposed hourly rates for your firm and all sub-consultants via email to Maritza. Felix@tucsonaz.gov by September 9, 2022.

In order to help the City effectively categorize and monitor consultant rates, fee summaries shall be completed using only those Discipline Categories listed on the enclosed sheets. We have also listed common titles that would fall into a particular discipline to help you complete the summary.

All proposed overhead percentages must be substantiated by an audit statement prepared in accordance with the Federal Acquisition Regulations Part 31, or an approved overhead rate from the Arizona Department of Transportation. Should your firm or any subcontractors not have the required audits, you may submit a financial statement with the required components of overhead for the City's review.

Please feel free to contact me if you have any questions, my email address is Maritza.Felix@tucsonaz.gov

Sincerely,

Maritza Felix Senior Contract Officer

c. File

### FEE ESTIMATE SUMMARY

PROJECT: On Call Plan Review Services			S		DATE		
PREPARED BY:			CONTRACT N	CONTRACT NUMBER		222849	
EFFECTIVE DATE:			PRIME CONT	PRIME CONTRACTOR			
CONTRACT TIME:			CONTRACT T	CONTRACT TYPE			-
				A	В	C	D
	ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead%	Profit%	Billing Rate
	1						
	2						
	3						
	4						

### **Formulas**

(B) Overhead @ \_\_\_\_\_ % X (A)

(C) Profit @ \_\_\_\_\_ % X (A + B)

(D) Billing Rate (A+B+C)

Use only the discipline categories listed here when completing the fee summaries for prime and subconsultants.

Discipline	
Category	Common Titles
Principal	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
Project Manager	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
Senior A/E	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
A/E	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
Designer	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
CADD	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
Prof Level IV	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
Prof Level III	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
Prof Level II	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
Prof Level I	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
Clerical/Admin	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
Survey Crew- 3 Man	
Survey Crew- 2 Man	

## 5. Bureau Veritas' Response to RFQ# 222849



### CITY OF TUCSON CONTACT

Maritza Felix, Senior Contract Officer 201 N Stone Avenue 6th Floor North Tucson, AZ 85701 520.837.4107 maritza.felix@tucsonaz.gov

#### CONTACT REGARDING THIS STATEMENT OF QUALIFICATIONS

Craig Baptista, Vice President - Facilities Division, West Region Bureau Veritas North America, Inc. 180 Promenade Circle, Suite 150 Sacramento, CA 95834 916.514.4516 (Office); craig.baptista@bureauveritas.com May 23, 2022



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# BUREA

WEDITA

### **EXPERIENCE AND QUALIFICATIONS OF THE TEAM**

The following pages contain resumes which exhibit the experience and qualifications of the key team members including licenses, registrations, and certifications applicable to the proposed work. Additionally, included with these resumes are copies of the proposed team member's licenses as it relates to not only work within the state of Arizona but outside the state as well.

Similar projects and contracts this team has provided services for are included in the *Firm Experience on Similar Projects* section of this proposal found on pages 90 - 95. The time commitment allocated to these projects and contracts fluctuates based upon the workload and needs of the client at any given time. A prominent added value proposition of working with BV is the firm's capacity to seamlessly adjust resources and personnel to specifically address client needs. This not only allows BV to provide services of the highest quality during times of increased workload but also helps clients save money during times of decreased service demand.

#### Education

M.B.A.

B.S., Business Management

### Registrations/Certifications

Six Sigma Green Belt Certified

OSHA 30

United States Navy: Honorable Discharge

#### Tenure at BV

6+

### Total Years of Experience

20+

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

### Select Project Experience

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth.

Craig has worked on various significant projects, including, but not limited to:

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

### Vice President, Facilities - West Region / Principal-in-Charge

### Bureau Veritas

### 2015 - Present

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

### Education

UCLA Extension, Construction Management

### Registrations/Certifications

ICC Certified:
Certified Building Official
CA Commercial Building Inspector
CA Residential Building Inspector
CALGreen Inspector
Certified Sustainability Professional

Building Inspector OSHA 10 and 30 hour certified, FEMA 100, 200, 700, & 800 Certified

### Professional Affiliations

International Code Council (ICC): Code

Development Committee

ICC / CALBO Exam Development

Committee

Standard Consensus Committee

Member Elect - Building Officials

Membership Council

California Building Officials CALBO

Training Institute (CTI) Committee

National Green Building Standard

Consensus Committee

California Department of State

Architects - Member Disabled Access
for Electric Charging Vehicles Working

California Building Officials (CALBO)
County Building Officials Association of
California

Tenure at BV

1

Total Years of Experience

27-

Johnny has 27+ years of experience in the construction industry with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers, and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes.

### Select Project Experience

### Director of Operations

Bureau Veritas North America, Inc.

July 2021 - Present

Manages over 50 employees throughout the Midwest and Northeast regions. Oversees plan review and inspection activities to ensure BV has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times.

### Building Official/Senior Plans Examiner

#### Private Sector

### February 2020 - July 2021

Participated in the development and administration of the Divisions goals, objectives, and procedures. Formulated and applied uniform policies and standards for the Building Divisions programs. Researched regulations, procedures, and technical materials relating to building codes, state laws and enforcement.

### Assistant Director of Construction, Codes and Standards

### Private Sector

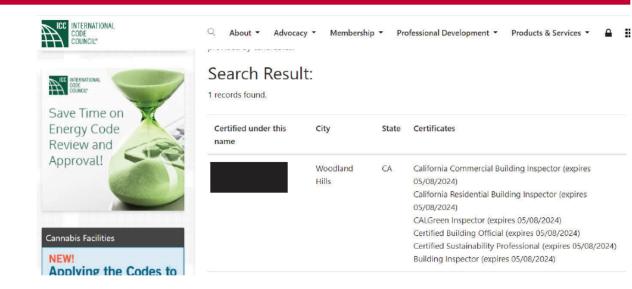
#### 2018 - 2019

Managed the construction, renovation, and capital improvements process for projects ensuring on budget and timely completion. Identified capital expenditures for existing portfolio and new acquisition properties and prepare budgets and schedules.

### **Building Official**

### Town of Truckee; Town of Mammoth Lakes; Mammoth Lakes Fire Department 2003 – 2018

Served as the CBO for the Town of Truckee from 2013–2018. Was responsible for daily activity within the Building Division including permit issuance, plan check, inspections, and code compliance activity. From 2003–2013 served as the Assistant BO/Solid Waste Coordinator for the Town of Mammoth Lakes where responsibilities included oversight of permit issuance, plan check, and inspection as well as supervision of the Building Division Budget and Code Compliance Workgroup coordination. Furthermore, was an Engineer with the Mammoth Lakes Fire Department from 2005–2013.



#### Education

A.A., General Studies

Leo has 28+ years of experience as a manager, inspector, plan reviewer, code enforcement supervisor, and building official. With expansive industry knowledge and strong customer relations skills, Leo is a valuable member to any professional team.

### Registrations/Certifications

ICC Certified:

**Building Official** 

Building Plans Examiner

**Building Inspector** 

Electrical Inspector

Plumbing Inspector

Mechanical Inspector

Post Disaster Evaluator

Green Building Professional

Green Point Rater

### Tenure at BV

3+

### Total Years of Experience

28+

### Select Project Experience

### Vice President of Business Development and QA/QC Manager

Bureau Veritas North America, Inc.

#### 2018 - Present

Responsible for QA/QC oversight and provides support to business unit managers throughout the region. Was instrumental in establishing and managing operations of new Bureau Veritas office in Santa Rosa, CA in support of the City of Santa Rosa's fire recovery efforts. Led efforts to expand BV personnel and additional clients and provided residential and commercial building inspection services.

### Assistant City Administrator / Manager

### City of Oroville

### February 2020 - September 2020

Primary responsibility was management of public works, building, planning and code enforcement for the City of Oroville.

### Community Development Director / Building Official

### City of Chico

Served in a multi-faceted role overseeing planning and execution of inspections for residential and commercial construction projects. Provided leadership and supervision for the department. Assisted with preparing, managing, and allocating department budget.

### **Building Inspector**

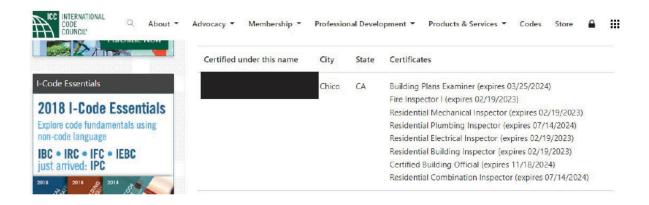
### City of San Rafael

Conducted commercial plan review and resale inspections. Also performed services as a code enforcement supervisor.

### Fire Inspector/Building Official

### City of St. Helena

Performed plan review and building inspection services. Worked on ordinance developments. Served as project manager for the Carnegie Library renovation.



### Education

A.A., Applied Science

### Registrations/Certifications

ICC Certified:

Certified Building Official

Fire Inspector II

Accessibility Inspector/Plans Examiner

Electrical Inspector

Building Code Official

Permit Technician

Mechanical Inspector

Building Inspector

Building Plans Examiner

Permit Specialist

Building Code Specialist

LEED Accredited Professional

Certified One-and Two-Family

Electrical Inspector (I.A.E.I.)

Certification of Competence (B.O.C.A.)

### Professional Affiliations

ICC Education Committee

ICC Educator of the Year

Arizona Building Officials (AZBO)

Arizona Chapter of ICBO

Education Committee Arizona

Arizona Building Officials

Arizona Building Official of the

Year Award: 2000, 2002, 2003, 2005

Arizona Building Officials Education

Committee

Liaison to Maricopa County Permit Technician Committee

ICBO Permit Technician Exam

Development Committee

ICC Permit Technician Exam

Development Committee Member

ICBO Education Committee

ICBO/ICC Legacy Code Committee

Phoenix Regional Plan Review Program

Total Years of Experience

40+

has over 40+ years of experience within the industry. Throughout his career, Steven has worked different positions as well as earned certifications and awards within different organizations. Steven provides vital insight to any project he works on and is a great team player to bring onto any project.

### Select Project Experience

Arizona Regional Director

Private Company

2018 - 2020

Managed Arizona office for a building code consulting company.

### Chief Building Official

### City of Folsom

2009 - 2017

Responsibilities included direction and coordination of the Building Safety and Code Enforcement Divisions; preparation and administration of annual budget; coordination and adoption of building codes; plan review and occasional inspection of commercial and residential structures; meetings and correspondence as necessary; City Council presentations; supervision and evaluation of Building Safety and Code Enforcement employees.

### Director of Code Compliance Services

### Bureau Veritas

### 2006 - 2009

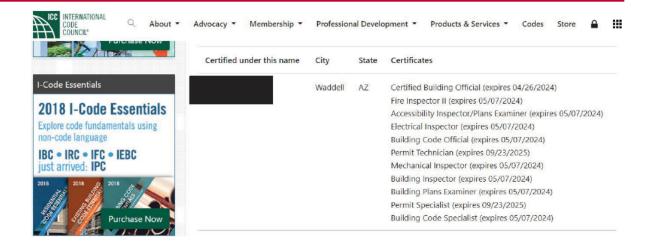
Responsibilities included management of Arizona/Nevada Division of code consulting company including marketing, budget management, report preparation, employee evaluations and project management.

#### Senior Technical Staff

### International Code Council

### 2006

Responsibilities in Product Development included creating and updating technical documents, video scripts and code-related support references including authoring a Permit Technician Study Companion.



#### Education

M.S., Civil Engineering B.S., Civil Engineering

### Registrations/Certifications

Registered Professional Engineer:

CA, #C42263

NV, #CE8867

#### Tenure at BV

2+

### Total Years of Experience

28+

has 28+ years of experience as a civil engineer. His skills include structural analysis, concrete masonry, and steel design. Projects he has been involved with are the single story timber structure at Bank of America, single story concrete tilt-up building at Tech Plaza Office/Warehouse, steel framed structure at the Valley Hospital, and four levels of post-tensioned concrete structure. Highly knowledgeable and skilled, Tin-Kei is a valuable member to any professional team.

### Select Project Experience

### Civil Plan Review Engineer

Bureau Veritas North America, Inc.

#### 2020 - Present

Provides specialized civil engineering service, engineering plan review, construction inspection, and construction management services for jurisdictions and projects.

### Principal

### Private Sector

#### 1993 - Present

Oversees projects from beginning to the construction completion. Performs structural designs for multi-story office buildings, hospitals, residential and commercial buildings, and garages using concrete, retaining walls using concrete, timber and masonry.

### Project Engineer

#### L.R. Nelson Consulting Engineers

### 1990 - 1993

Was involved in structural designs consisting of multi-story office buildings and garages using post-tensioned concrete, hospitals using steel moment frames, retaining walls using concrete and masonry, residential and commercial buildings using timber and masonry.

### Project Engineer

### Design Engineering, Associate of Nevada

#### 1985 - 1990

Performed structural analysis and design of steel, concrete, masonry, and timber structures that resist and lateral loads.







### BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

AUGUST 21, 1987
EXPIRATION DATE
MARCH 31, 2024
CURRENT DATE / TIME
MAY 16, 2022
5:40:02 PM

**LICENSING DETAILS FOR: 42263** 



LAND SURVEYORS

**Engineers & Land Surveyors** 

Statutes & Regulations

Public

Licensing

Licensee Status : ACTIVE

Expiration Date : June 30, 2023

Discipline(s): CE

Disciplinary Action: No

City: Las Vegas

State: NV

#### Education

B.S., Civil Engineering

### Registrations/Certifications

Registered Professional Civil Engineer: CA, NV

Professional Civil Engineer, Philippines

### Professional Affiliations

Board of Professional Engineers

#### Tenure at BV

>1

### Total Years of Experience

40+

Jose has 40+ years of experience in engineering. He has 7 years of project supervision in the Philippines, possesses 17 years of structural engineering background, project supervision, and construction management in the Kingdom of Bahrain, and 16 years of structural engineering in California and Nevada.

### Select Project Experience

### Sandhurst Las Vegas-North Tower Condominium, NV Structural Design

35-story post-tensioned flat plate floors with concrete shear walls system.

### Astoria Plaza, Ortigas City, Philippines

### Construction Management

5 level basement + 35-story concrete slab with dual frame system (concrete moment frames with concrete shear walls).

### Marina Villas (Building A, B, C, D and E), Sparks, Nevada

### Structural Design

4-story light steel framing and shearwall system.

### Parkline Lofts, NV

### Structural Design

4-story metal deck floor on structural steel frame with steel braced system.

### Proposed ALOFT, Henderson, NV

#### Structural Design

6-story post-tensioned flat plate floors with concrete shear walls.

### Al Matrook Towers, Juffair, Bahrain

### Structural Design and Supervision

Three 10-story pre-cast hollow core slab on concrete moment frames.

### Residential Building for Shk. K.S. Al Khalifa, Manama, Bahrain

#### Structural Design

12-story cast in place slab with concrete moment frames.

### Residential Building for Shk. A.S. Al Khalifa, Juffair, Bahrain

### Structural Design

12-story cast in place slab with concrete moment frames.



Engineers & Land Surveyors

Statutes & Regulations

Public

Licensing

Board









BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

JUNE 23, 2006

EXPIRATION DATE
SEPTEMBER 30, 2022

CURRENT DATE / TIME
MAY 17, 2022
5 50 49 AM



#### Education

Masters of Engineering Management B.S., Civil Engineering

### Registrations/Certifications

Registered Professional Engineer:



U.S. Army Corps. of Engineers: Construction Quality Management for Contractors Certification

Tenure at BV

1

Total Years of Experience

37+

has 37+ years of experience as a civil engineer and possesses technical leadership in design, construction and management. He also has 25 years of facility engineering experience with large infrastructure projects. Additionally, Franklin worked 17 years in the private sector on a variety of construction projects. As a general contractor with his own company for 7 years, he completed many custom homes and a myriad of new residential, commercial and renovation projects. He served as the Chief of Readiness for the Air Force Reserve Command in charge of 5,000 Air Reserve engineers. Franklin established a web-based equipment process enabling oversight of \$72 million of equipment and set a standard for all Air Force Reserve to follow.

Franklin's experience in both the private sector and the armed forces acting as the Authority Having Jurisdiction (AHJ) had provided him a unique perspective and understanding of building code standards and provisions. On numerous occasions he has shown unparalleled strength with regards to leadership and collaboration and has become known for facilitating strong public relations and establishing positive working relationships with elected officials, internal departments, inter-government agencies, business organizations, the development community, labor groups, community groups, and residents.

### Select Project Experience

Business Unit Manager

Bureau Veritas North America, Inc.

### 2021 - Present

Directs the operations for the Nevada region, managing the day to day operations of the office. On a daily basis works closely with clients to meet their needs and provides quality services efficiently. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 10 jurisdictions.

### Owner, Licensed Florida Certified General Contractor Freedom Development, LLC

### 2013 - 2020

Oversaw private and commercial construction projects ranging from Panama City to Pensacola Florida with dollar values from \$10k to \$1.5M. Worked as a resident Construction Manager, Hurlburt Field, FL. Responsible for overseeing demolition of old housing, remediation of contaminated soil and construction of over 400 new homes.



**Engineers & Land Surveyors** 

Statutes & Regulations

Public

Licensing



December 31, 2023 Expiration Date:

Discipline(s): CE

Disciplinary Action: No



Henderson City:

State: NV



### **Kentucky Board of Engineers & Land Surveyors**



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF PROFESSIONAL LICENSING P.O. BOX 30670 LANSING, MI 48909 6201310948APP22

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BUREAU OF PROFESSIONAL LICENSING



COMPLAINT INFORMATION
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
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COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

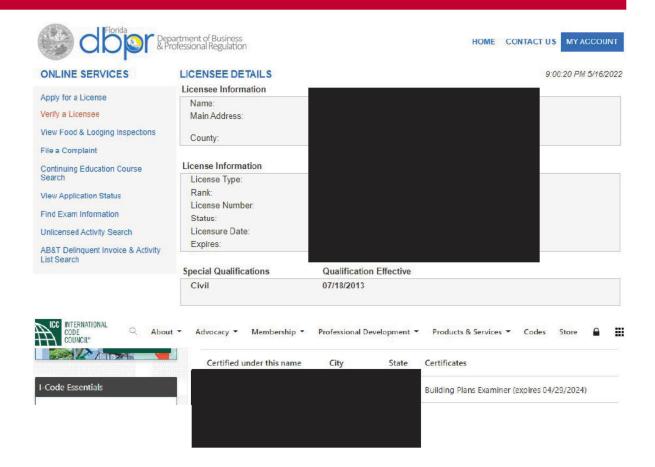
FUTURE CONTACTS
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

EXPIRATION DATE
03/11/2024

HIS DOCUMENT IS DULY SUED UNDER THE LAWS OF



#### Education

B.S. Civil Engineer

### Registrations/Certifications

Registered Professional Engineer:



Tenure at BV

4-

Total Years of Experience

33-

is a licensed Professional Civil Engineer with an extensive background in performing structural plan reviews of commercial, residential, industrial and other miscellaneous projects for compliance with the structural provisions of the International Building Code. She has also been involved in preparing policies and procedures as well as participating in structural code committees for local jurisdictions. Lilian is a highly motivated and results-oriented professional with good written, verbal, and interpersonal communication skills. She has a consistent track record of meeting and exceeding goals and objectives.

### Select Project Experience

Structural Plan Review Engineer

Bureau Veritas North America, Inc.

#### 2017 - Present

Provides structural plan reviewing services on projects throughout the Western United States.

### Project Engineer

### City of Las Vegas Department of Building & Safety, NV

Performed plan review of off-site civil improvement plans for commercial and residential subdivision projects. Coordinated with other Public Works divisions, such as Sanitary Sewer, Traffic and Transportation, Development Coordination, and Flood Control, as well as other Departments such as City Planning and Fire. Worked with Nevada Department of Transportation and Regional Transportation Commission. Checked encroachments, covenants and deviations in the public right of way. Prepared off-site construction estimates for bond posting with off-site agreements.

#### Structural Plans Examiner

### City of Las Vegas Department of Building & Safety, NV

Performed structural plan review of commercial, residential, industrial and other miscellaneous projects for compliance with the structural provisions of the current adopted International Building Code and referenced standards and ordinances adopted by the City. Managed and implemented the special inspections program by the City. Prepared policies and procedures. Participated in structural code committees for local jurisdictions.

### Associate Engineer

### American Structural Engineers, Long Beach, CA

Performed structural design of various commercial building such as parking garages, condominiums and office buildings. Performed structural design of seismic retrofit for earthquake damaged buildings.



**Engineers & Land Surveyors** 

Statutes & Regulations

**Public** 

Licensing

Board









BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
DECEMBER 20, 1991
EXPIRATION DATE
JUNE 30, 2022
CURRENT DATE / TIME
MAY 16, 2022
6.09.47 PM

LICENSING DETAILS FOR: 48141

#### Education

M.S. Civil Engineer B.A. Structural Engineer

### Registrations/Certifications

Registered Structural Engineer:



Tenure at BV

6-

Total Years of Experience

37

has over 37 years of experience as a professional structural engineer working on both private and government projects. He has worked on projects nationwide and teamed with architects to design, construct, and maintain buildings and building complexes. He has extensive plan review experience with many project types. Sam is also proficient in various computer programs including, AutoCAD, ETABS, Risa-3D, PTISlab, Microsoft Office Suite, and FORTRAN.

### Select Project Experience

### Structural Plan Review Engineer

Bureau Veritas North America, Inc.

### 2015 - Present

Provides structural plan reviewing services on projects throughout the Western United States.

#### Structural Plans Examiner

### City of Las Vegas

### 2005 - 2008, 2015 - Present

Serves as structural plans examiner and assists the City of Las Vegas in reviewing permit application plans, structural calculations, and code requirements. Other job duties include consulting with structural engineers, architects and contractors regarding structural code and special inspection requirements.

### Principal Engineer & Owner

### Wu Structural Engineers

#### 2002 - Present

Serves as Principal Engineer and coordinates with clients, contractors and lead design team for project development, structural and architectural design, review, and plan approval. Other responsibilities include field consultation, observation, and construction problem resolution when issues arise.

### Structural Plan Review Engineer

### JW Marriott Hotel

#### 2015

Provided structural plan review for a 12 story superstructure and a three story underground parking structure with special reinforced concrete shear wall system.







BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
FEBRUARY 10, 1995
EXPIRATION DATE
JUNE 30, 2023
CURRENT DATE / TIME
MAY 16, 2022
6.13 01 PM

LICENSING DETAILS FOR: 53787



**Engineers & Land Surveyors** 

Statutes & Regulations

Public

Licensing

Licensee Status : ACTIVE

Expiration Date : June 30, 2022

No

Discipline(s): CE,SE

Disciplinary Action:

City: Las Vegas

State: NV

#### Education

M.S., Electrical Engineering Minor in Electro-Mechanical Applications

### Registrations/Certifications



#### **Professional Affiliations**

Advisory Board for the AS Degree Code Enforcement

Board Member, Inspection Enforcement Training Institute LLC

Tenure at BV

10+

Total Years of Experience

30+

has over 30 years of experience as an electrical engineer, with involvement in electrical plan and peer reviews of documents for various large complex commercial projects, power plants and industrial facilities. His experience also includes electrical engineering design for commercial facilities, residential structures and testing of power equipment, electrical design, high, medium and low voltage systems, power, lighting, one line diagrams, load calculations, fire alarm systems, Title 24, load flow, short circuit studies, protection coordination, arc flash energy determination using ETAP software and AutoCAD. Cristian performs code compliance plan review services and is skilled in high voltage and power plant equipment review. He has also designed, modernized and optimized power supply distribution, control and photovoltaic systems, tested sensors, automated data acquisition devices and security systems in industrial environments. Experienced in load flow, short circuit studies, protection coordination and arc flash energy determination using ETAP software. He also coordinated the development of prototypes, testing, conducted lab and field measurements and worked in compliance reviews regarding codes and standards including IEEE, NFPA, NEC, NESC, GO, BS, ICC, NEMA, and IEC.

### Select Project Experience

### Abengoa Power Plant, \$1.6 Billion in total 2010 - 2016

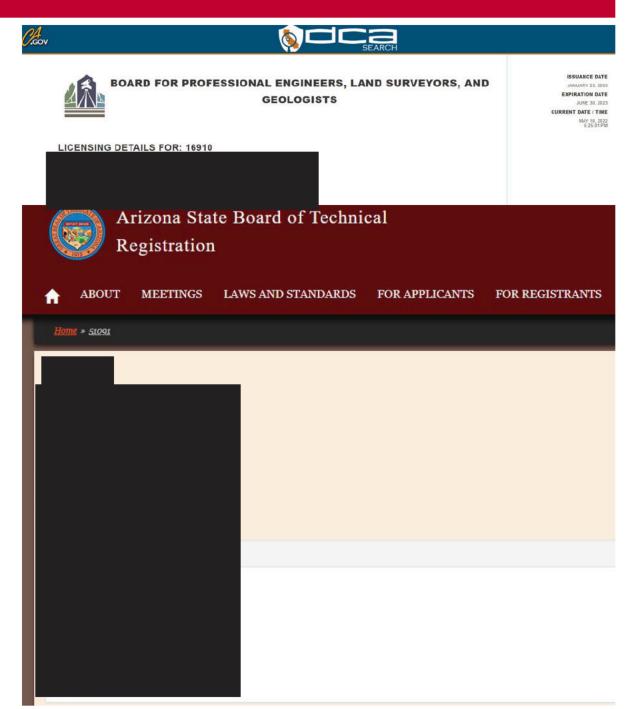
### California Energy Commission (CEC) / Mohave Solar, LLC

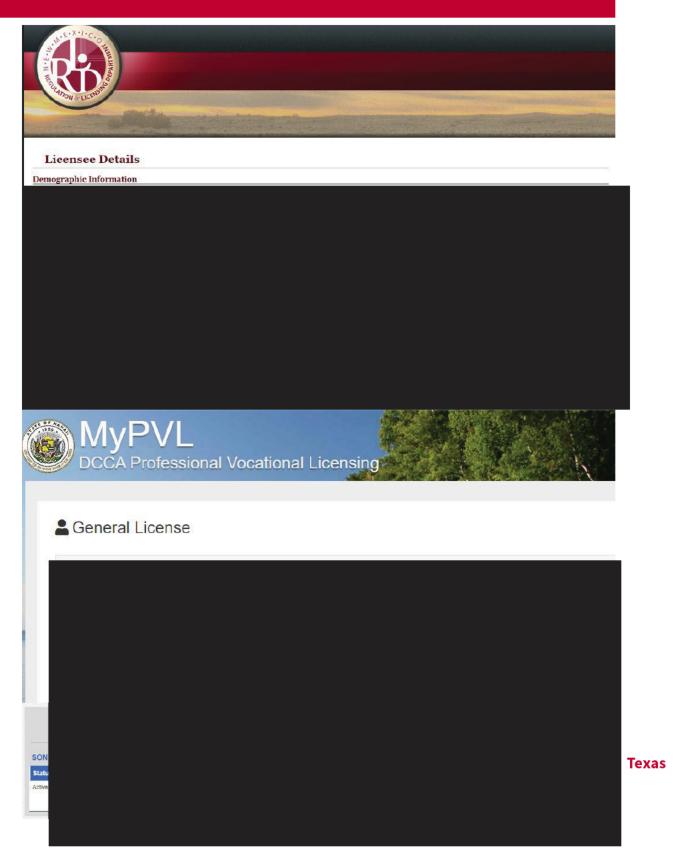
Performed electrical plan review and inspection services for Abengoa Power Plant. The project has a combined nominal electrical output of 250 MW from two, independently operable solar collector fields (heat collection element) surfacing a total of 200,000 square feet, also included, the constructing of a new 220kV substation. Owner design features included fiber optic communication cables, associated poles, conduits, and other telecommunication facilities which provided diverse path routing of communications for project interconnection, and provided redundancy at the power blocks.

### Ivanpah Solar Generating Station, \$2.2 Billion in total 2009 - 2014

### California Energy Commission (CEC) / BrightSource Energy

Electrical plan reviewer and inspection services for the Ivanpah Solar Electric Generating System (ISEGS), located on 3,600 acres of U.S. BLM managed land in southeastern California. ISEGS is a 392MW solar thermal power facility. The project uses mirrors to focus the power of the sun on solar receivers atop 460 ft. power towers. The complex is comprised of three separate plants and uses BrightSource Energy's LPT 550 technology. The solar arrays consist of thousands of software controlled mirrors tracking the sun in two dimensions and reflecting the sunlight to a boiler that sits atop a tower. When the concentrated sunlight strikes the boiler pipes, it heats the water inside to more than 1,000° F creating superheated steam at the temperature necessary to achieve the industry's highest operating efficiencies. This high temperature steam is then piped from the boiler to a standard turbine where electricity is generated.







# UTAH DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING LICENSEE LOOKUP & VERIFICATION SYSTEM

## Details for Cristian Panu Son

## License Information

Name:		
City, State, Zip, Country:		
Profession:		
License Type:		
License Number:		
Obtained By:		
License Status:		
Original Issue Date:		
Expiration Date:		
Agency and Disciplinary Action*:		
Docket and Citation Number(s):		

## Education:

School Name	Мајог	Graduation Date	Degree
Endorsement (CA)	Professional Engineer	2011-06-30	

#### Education

M.S., Civil Engineering, Structural Emphasis

> B.S., Civil and Environmental Engineering

has over 17 years of experience as a structural engineer in California. He has extensive experience working on OSHPD and DSA projects throughout Northern California. He is knowledgeable in various design and structural engineering software programs. He is able to conduct plan review services for various building types including residential, commercial and industrial occupancy types.

## Registrations/Certifications



Tenure at BV

2+

Total Years of Experience

17+

## Select Project Experience

Structural Plan Review Engineer Bureau Veritas North America, Inc.

2016 - Present

Conducts structural plan review services for complex projects throughout California. Projects reviewed include Valley Milk in the City of Turlock.

## Project Engineer / Principal Anderson & Doig Structural Engineers

2007 - 2016

Delivers innovative, cost effective solutions to meet the aesthetic and functional demands of the building for the client from schematic design to DSA, OSHPD or city approval and through construction. Selects and optimizes structural systems to support lateral and gravity loads for single and multi-story steel, concrete, masonry, wood and light gauge steel structures. Produces structural calculations, design drawings, specifications and provides construction administration services in compliance with the California Building Code. Projects include K-12 public schools, healthcare facilities, private colleges, churches, residential and commercial buildings, structural rehabilitation, seismic retrofit and forensic engineering. Projects utilize design-build, design-bid-build and integrated project delivery methods. Manages client base as well as engineering, drafting and administrative staff.

## Design Engineer / Project Manager Harris & Sloan Consulting Group

2004 - 2007

Analyzed, designed and detailed single and multi-story buildings throughout California using wood, steel, concrete and masonry. Projects included new custom and production residential homes, recreation centers, apartment, condominium and senior housing complexes, renovations, mixed-use, commercial, retail and office buildings. Successfully managed client base providing quality engineering for projects on time and within budget. Responsible for creating project proposals, invoices and schedules, attending value engineering and other client meetings, providing structural observation and construction administration services as well as managing engineering and drafting staff.







## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

JUNE 21, 3612

EXPIRATION DATE

JUNE 30, 2023

CURRENT DATE / TIME

MAY 16, 2023
6,53,39 PM

LICENSING DETAILS FOR: 5795



# DPOR License Lookup License Number 0402063162

## License Details

Name
License Number
License Description
Rank
Address
Initial Certification Date
Expiration Date

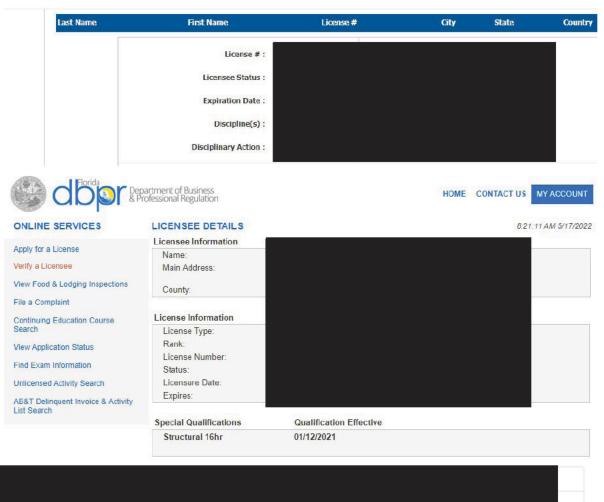
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DPOR License Lookup build 1,452 (built 2021-09-14 01:36:33).



Engineers & Land Surveyors Statutes & Regulations Public Licensing Board



Washington

Civil

## Education

MS, Civil Engineering BS, Civil Engineering

## Registrations/Certifications

CA Civil Engineer,



20+

a results-driven project manager with more than 20 years of experience in public work, educational, residential, commercial, industrial, and land development projects. Throughout his career he has demonstrated a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities. Mehdi has a proven ability to manage and complete projects within budget and on schedule, with emphasis on quality control and adherence to codes and standards.

## Select Project Experience

## Project Manager

## City of Chino On-Call Accessibility Design Drafting and Plan Check Services

Currently providing on-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project includes scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies.

## Project Manager

# City of Los Angeles General Services Division Mt. Lee Underground Bunker Waterproofing

BV is providing parking improvements and maintenance of the waterproofing surrounding an underground bunker on Mt. Lee near the Hollywood sign. The bunker serves as a critical communication center for the City of Los Angeles. The bunker leaked water during the past couple wet seasons and site reconnaissance determined the bunker's waterproofing envelope reached its service life and required replacement.

### Civil Engineer

### City of Pomona ADA Self-Evaluation and Right of Way Transition Plan

Provided a comprehensive ADA self-evaluation and right-of-way transition plan for City streets and sidewalks. Performed field investigations within the City right-of-way in order to identify obstacles limiting accessibility, describe methods to improve accessibility and specify a schedule for achieving ADA compliance.

### Project Manager

## Orange County Community Resources On-Call Architectural and Engineering Services - Orange County Parks Aliso and Wood Canyons Wilderness Park

The project included architectural and engineering for the park visitor center, ranger office and restroom facilities. Designed and prepared construction documents for street utilities not provided by OC Public Works. Phase I work improved the parking area, Sycamore Grove gathering area, and Park Entrance Areas. Phase II work included construction of three entry buildings and related utility and site work.







BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
DECEMBER 15, 2015
EXPIRATION DATE
MARCH 31, 2024
CURRENT DAYE / TIME
NAY 16, 2022
6.59-04 PM

LICENSING DETAILS FOR: 84833

Education

BS, Civil Engineering

Registrations/Certifications

Total Years of Experience

19

has more than 19 years of experience in a variety of projects from transit to highway and utility projects. He has worked on many high profile projects for well-known agencies including Metro, Caltrans, OCTA and Sempra. Christian's work in the design of rail, light rail and highway projects is especially notable for utilizing the industry standard software to produce drawings and deliverables. He is skilled in Microstation, Inroads, Autocad and Civil 3D. He is familiar with municipal, state, and federal codes, guidelines, and standards for small and large engineering projects. He has performed quality control in his infrastructure projects and is familiar with ISO-9001 standards for quality control of engineering plans. He is adept at collaboration and performing quality control with large teams.

## Select Project Experience

## Project Engineer

## Los Angeles County Metropolitan Transportation Authority (Metro) Center Street Project Design Build

Civil engineering for the single-story, 26,000 sq. ft, \$100M essential facility with three floors of enclosed space built over at least 91 at-grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements.

#### Caltrans Ontario, CA

Designed ADA curb ramps for Caltrans highway projects using newest Caltrans standards. Utilized chapter 300 and 400 to design curb, gutters, sidewalks, and ramps. (*Previous Experience*)

### **Utility Coordinator**

### Caltrans I-405 Widening Project in Orange County

As a utility coordinator on the design-build team for the widening of 13 miles of the I-405 freeway, from SR-73 to I-605, coordinated utility designs and removals for client with all utility owners and stakeholders. Created concepts for utility relocations in challenging locations while adhering to the exacting schedules of a large design-build project and meeting the QA/QC goals of the project. (*Previous Experience*)

## Lead Project Engineer

## Caltrans I-405/SR-22 HOV Connector

In a fast paced design build project, was responsible for utility coordination, location and relocation. Identified pothole locations for critical utilities. Conducted extensive quality assurance and control for the project to assure outstanding product. Lead drainage and utility designer for PS&E preparation for two roadway improvements surrounding the San Bernardino International Airport in preparation for conversion from military to civilian/commercial service. (Previous Experience)







BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
JULY 23, 2109
EXPIRATION DATE
DECEMBER 31, 2123
CURRENT DATE J TIME
MAY 16, 2122
7:0384 PM

LICENSING DETAILS FOR: 74559

Education

BS, Civil Engineering

Registrations/Certifications

Total Years of Experience

18-

has over 18 years of experience in civil engineering of storm water management projects throughout California. Reza is able to balance support for multiple concurrent priorities while maintaining and developing effective working relationships with clients, governing agency personnel, construction teams and colleagues. He possesses a broad range of technical effectiveness and leadership skills and uses rigorous logic and methods to come up with effective solutions. One of his greatest strengths is his ability to deliver projects within agreed upon timelines and to gain an understanding of the client's objectives.

## Select Project Experience

## Civil Engineer

## City of Chino On-Call Accessibility Design Drafting and Plan Check Services

Currently providing on-call accessibility design, drafting and plan check services for ADA grievance projects and pedestrian accessibility for public works capital improvement projects. The project includes scope, design and construction of new improvement and alteration projects in compliance with Federal, State and Local accessibility regulations; including Americans with Disabilities Act, California Building Code and the City of Chino ordinances and policies.

## Civil Engineer

## Los Angeles Community College District Stormwater Projects

Providing civil engineering design services at two LACCD campuses - Southwest College and West Los Angeles College. Projects include installation of an underground infiltration system, installation of drainage improvements, installation and integration of grate inlets, design of a new maintenance and operations vehicle wash down area, and improvement to stormwater drainage.

### Project Manager

## IRWD Professional Office, Irvine, CA

Project Manager for proposed office building and parking lot on 5 ac. Property. Demolition of existing street and wet utilities. Relocation of about 150 LF of sewer and 250 LF of water utilities for new site layout. Proposal of about 1,000 LF of storm drain utilities. (*Previous Experience*)

## Project Manager

### Vista Ridge Apartments, Vista, CA

Project Manager for 14 ac. apartment site. Grading, street and wet utility improvements. New public sewer, domestic and fire water infrastructure. Water hydraulic analysis. (*Previous Experience*)

## Project Manager

## Ocean Place, Seal Beach, CA

Project Manager for 10 ac. Single family and Public Park site. Grading, street and wet utility improvements. Demolition of wet utilities and relocation. Sewer and water hydraulic analysis. (*Previous Experience*)







BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

JULY 16, 2010

EXPIRATION DATE

DECEMBER 31, 2022

CURRENT DATE / TIME

MAY 16, 2022

7, 06, 18 PM

LICENSING DETAILS FOR: 76402

Education

BS, Civil Engineering

Registrations/Certifications

Total Years of Experience

20

in civil engineering design and project management. His project management experience includes overseeing building construction, quality control, inspection, and overall project cost estimates. Civil engineering design experience includes grading plans for sewers, water and storm drains, erosion control plans, site dimension control (horizontal and vertical control measurements) and standard urban stormwater mitigation plan and low impact development.

## Select Project Experience

## Civil Engineer

## Los Angeles County Metropolitan Transportation Authority (Metro) Center Street Project Design Build

Civil engineering for the single-story, 26,000 sq. ft, \$100M essential facility with three floors of enclosed space built over at least 91 at-grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements.

## Projects prior to joining BV include:

- Waterlines from Grand Ave to Lincoln Ave, Public Works, Corona, CA
- Limonite Pearl Community, Jurupa, CA
- Arantine Hills Sewer Force Main, Public Works, Corona, CA
- 100 plus Homes Tract 36533, Corona, CA
- Water System Improvements, Public Works, Corona, CA
- Saint Joseph Dormitory, Camarillo, Los Angeles, CA
- Missionary Guadalupanans of the Holy Spirit, Los Angeles, CA
- CNG Fuel Station, El Toro Rd, Lake Forest, CA
- · Arden Residence, Beverly Hills, CA
- Wonderland Apartments, Wonderland Ave., Los Angeles, CA
- · Abbot Vascular located at Ynez Road, Temecula, CA
- Whitaker Business Center at Clinton Keith, Murrieta, CA
- Lego Land at Carlsbad, CA
- San Clemente Ave Road Improvement at Vista, CA
- 18-Lots Subdivision at San Clemente Ave, Vista, CA
- Pacific Condominium, Riverside, CA







BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
FEBRUARY 26, 1999
EXPIRATION DATE
JUNE 30, 2023
CURRENT DATE / TIME
MAY 16, 2022
7,99-15 PM

LICENSING DETAILS FOR: 58892



Education

BS, Civil Engineering

Registrations/Certifications

OSHA 30 Hour Certificate

Total Years of Experience

26+

is an accomplished Scheduler with more than 26 years of success across the management of civil engineering, architectural, logistics, transportation, educational and aviation industries, within various public agencies. He has extensive experience in leading projects as part of the program management team. He is thoughtful and creative in his approach to solving clients' challenges and works to break free from stagnation and reignite growth, leading to successful implementation. He believes in finding solutions to project challenges, and providing added value to the project team. His approach is to work as an extension of the clients' staff. He wants people and projects to succeed; understanding their success is his success.

## Select Project Experience

## Civil Project Manager

## Los Angeles County Metropolitan Transportation Authority (Metro) Center Street Project Design Build

Civil engineering for the single-story, 26,000 sq. ft, \$100M essential facility with three floors of enclosed space built over at least 91 at-grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements.

## Projects prior to joining BV include:

- OCTA/SR 57 Expansion Project
- South Mission Valley Trunk Sewer
- Imperial Beach Yard Improvement
- Wawona Tunnel Utility Improvement
- Mohler Loop Electrical Improvements
- Summit Sewer Study
- Rainbow Water District Sewer Study
- · Concrete Pads, China Lake
- Camp Wilson Lift Station and Wastewater Pipeline
- Area 25 Water Pipeline Replacement at MCB Camp Pendleton
- 29 Palms Force Main Sharp Substation Oil Containment Project

#### Education

BS, Civil Engineering

## Registrations/Certifications

CA Engineer-in-Training

## Total Years of Experience

7-

an experienced Civil Engineering Designer. He received his Bachelor of Science in Civil Engineering from California State Polytechnic University, Pomona, in 2014. He is skilled in AutoCAD, StormCAD, CivilD, and Civil3D.

## Select Project Experience

## Civil Designer

## LAUSD ADA Barrier Removal Program Various Locations

This project involved the removal of various barriers to travel for accessibility code compliance. This includes the design of pedestrian and curb ramps, parking areas, and paths-of-travel to meet ADA compliance for numerous LAUSD schools. As a senior civil engineer, Mr. Kang was the Civil Designer for; Patrick Henry, O'Melveny, 6th Avenue, Westchester, and Taper.

## Civil Designer

## LAUSD International Studies Learning Center

This project involved the design of a new traffic signal at Atlantic Boulevard and Chakemco Street for the LAUSD's International Studies Learning Center. Mr. Kang assisted with coordination with SCE and City of South Gate for the new electric meter and service. He worked with LAUSD and City of South Gate to present all design options.

#### Civil Designer

## Redondo Beach Deferred Maintenance Yard Restrooms

Mr. Kang worked on design services for proposed deferred maintenance yard restroom in Redondo Beach, which involve performing interior and exterior work to the path of travel, maintenance facility paving and restrooms. Work included additions and replacements to the areas such as Men's and Women's restrooms, Office Restroom, Garage and Yard.

#### Education

Examiner

B.S. in Architecture

## Registrations/Certifications

ICC Certified:
Certified Building Official
Building Plans Examiner
Fire Plans Examiner
Electrical Plans Examiner
Accessibility Plans Examiner
Commercial Energy Plans

Residential Energy Plans Examiner

Mechanical Plans Examiner

Plumbing Plans Examiner

Commercial Energy Inspector

Commercial Building Inspector

Residential Building Inspector

### Professional Affiliations

Mechanical Inspector

Swimming Pool Code - SNBO Existing Building Code - SNBO International Energy Conservation Code - SNBO

## Tenure at BV

1+

#### Total Years of Experience

23+

is a seasoned Building Plans Examiner with 14 years of experience in the field. Extensive background includes construction project management and coordination combined with architectural design with over 20 years of collective practice. Proficiencies also include Building Plan Review as well as Fire Plan Review. Possesses exceptional organizational and time management skills and is detailed and quality oriented with an emphasis on outstanding customer service.

## Select Project Experience

### Plans Examiner

Bureau Veritas North America, Inc.

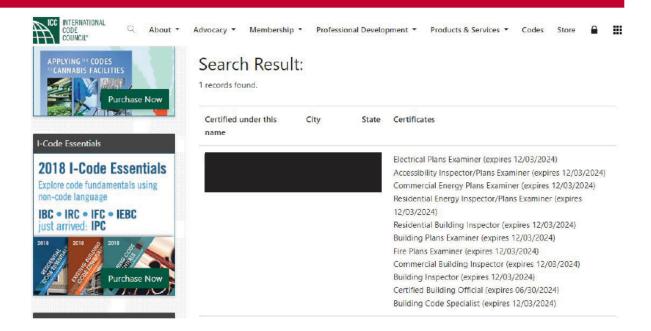
#### 2021 - Present

Performs a variety of advanced technical, administrative, and supervisory work in directing engineering activities related to plan review for numerous municipal clients throughout the Western United States. Reviews residential, commercial, industrial and public works project plans, reports and other development and design related documents for compliance with all applicable building, mechanical, plumbing, fire, and electrical codes, and other local, state, and federal codes and guidelines. Interacts with designers, contractors and owners to review proposed projects, answered question. Provides interpretations of the codes and established policies and procedures. Researches code and product standards to determine compliance with adopted codes.

## Combination Building Plans Examiner III

## Henderson, Nevada

Checked plans and specifications, minor structural calculations, and grading for residential, commercial, and industrial buildings and structures for compliance with the International Building Code, International Energy Conservation Code, National Electrical Code, and numerous other related standards and policies. Ensured plans meet the requirements of building codes, regulations, and restrictions and made corrections when required. Prepared correspondence to design and construction professionals. Performed inspections of job sites to evaluate discrepancies between plans, specifications, and work completed. Conferred with engineers, architects, contractors, or the public to discuss problems with plans and required changes. Performed field inspections in assistance to building inspectors. Responded to verbal and written inquiries and provided technical assistance to engineers, architects, contractors, other City personnel, and the public. Interpreted and explained requirements and restrictions relative to building codes, ordinances, regulations, policies, and procedures and approved alternative methods to comply with those requirements. Assisted in researching and developing code changes or procedural changes to enhance customer service.



#### Education

Supervisor Academy B.S., Industrial Engineering Electrical Training Program

## Registrations/Certifications

ICC Certified:

Commercial Mechanical Inspector
Residential Plumbing Inspector
Residential Electrical Inspector
Plumbing Plans Examiner
Commercial Building Inspector
Residential Mechanical Inspector

Combination Inspector
Mechanical Plans Examiner

Residential Building Inspector

Commercial Electrical Inspector

Certified Building Official

Commercial Plumbing Inspector

Building Inspector

Mechanical Inspector

Electrical Inspector

Plumbing Inspector

Plumbing Code Specialist

Mechanical Code Specialist

Residential Combination Inspector

Commercial Combination Inspector

Electrical Plans Examiner

Electrical Code Specialist

#### Professional Affiliations

International Code Council (ICC)

ICC Educational Development Committee

Tenure at BV

1+

Total Years of Experience

46+

has over 40 years experience in the Building Safety Industry working in both the public and private sectors in Arizona. James has a proven and successful track record of code knowledge which is backed up by his 22 ICC Certifications. James' experience includes performing complete plan checks for commercial, industrial and residential occupancies to verify compliance with ICC Building, Electrical, Mechanical, and Plumbing Codes. Additionally, James has an extensive technical background which includes five years as an Independent Contractor on private commercial and residential electrical projects and over two years experience as a Maintenance Electrician in heavy industry.

## Select Project Experience

### Plans Examiner

Bureau Veritas North America, Inc.

#### 2021 - Present

Provides plan review and inspection services for jurisdictions in Arizona for projects such as residential, commercial, industrial, infrastructure, development, grading, etc.

## Senior Plans Examiner/ Building Inspector II

## City of Scottsdale

### 2005 - 2021

Performed reviews for Commercial Mechanical, Plumbing and Electrical Review (MEP). Review submitted plans for code conformance, answer code questions from homeowners, contractors, engineers and architects and City Building Inspectors. Provide analysis of upcoming codes and recommend/propose amendments to current City Codes. Commercial and Residential Combination Inspector. Performed Inspections for code and city ordinance compliance. Areas of inspection included, site, footing, framing, roofing, mechanical, electrical, plumbing, drainage and signs. Obtained 9 certifications within 3 years of hire.

## Electrical Foreman/Journeyman Electrician

#### Private Sector

#### 2003 - 2005

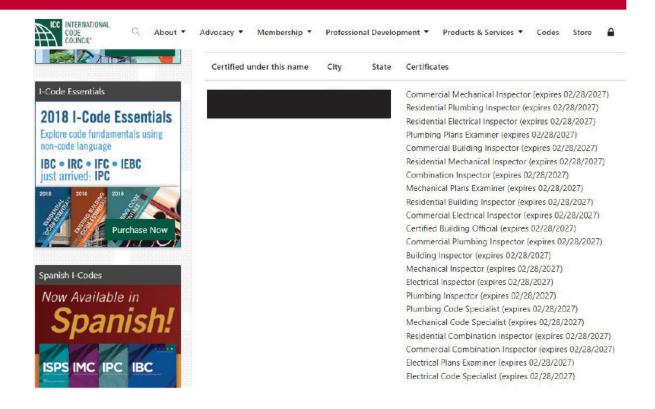
Performed inspections of electrical installations prior to turnover to clients. Supervised the installation of multi-million dollar semi-conductor equipment at INTEL. Performed tenant improvement and maintenance electrical for various businesses throughout the Phoenix metropolitan area.

## Construction Manager

## Crescent Moon Development Corp/ Four Seasons

#### 2000 - 2003

Involved in the construction of \$1.8million+ homes associated with the Four Seasons Resort in Scottsdale, AZ including infrastructure. Monitored schedules, budgetary expenditures and updated budgets.



## Registrations/Certifications

ICC Certified:

Combination Residential Inspector

Combination Commercial

Inspector

**Building Plans Examiner** 

Electrical Plans Examiner

Plumbing Plans Examiner

Accessibility Plans Examiner

Residential Energy Plan Examiner

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Master Code Professional

**Building Official** 

Certified Flood Plain Manager

Registered Accessibility Inspector

Code Enforcement Officer

State Plumbing Inspector

Master Plumber

Master Med Gas

State MRFPSS Inspector

1

Certified Storm Water Inspector

OSHA 10

## **Professional Affiliations**

International Code Council (ICC)

Tenure at BV

1+

Total Years of Experience

30+

has 30+ years of experience as a building official, inspector, contractor, and master plumber. His skills include project management, conflict resolution, team leadership, budgeting, organizational management, creative problem solving, policy and Internet research, and inter-agency relationships. His project experience has included residential and commercial structures. Highly skilled and knowledgeable, David is a valued member to any professional team.

## Select Project Experience

## Director of Public Works City

City of Rollingwood, TX

2020 - 2022

In charge of the day to day operations for Public Works Department. Supervise 3 staff members for repairs and maintaining city parks and Infrastructure. Oversaw third party contractor for water and Wastewater, meet with city engineer on projects involving infrastructure.

## Building Official and Flood Plain Manager

## City of Bastrop, TX

2018 - 2020

Operated the City's building department. Evaluated properties, conducted plan reviews, oversaw pre-construction meetings for new projects. Adopted building codes, customer service/occupancy inspections, and modified permit fees/processes to increase City revenue.

## **Building Official**

City of West Lake Hills, TX

2014 - 2018

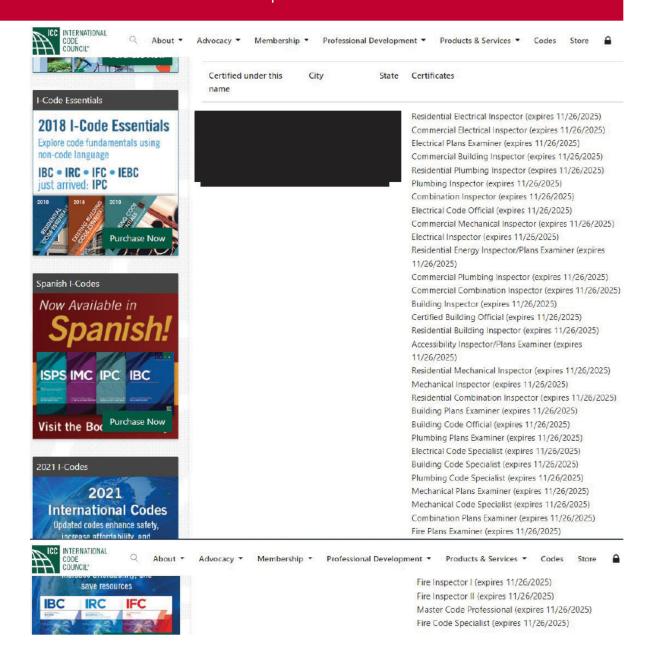
Planned and directed the daily activities of this building department. Collaborated with city staff, public agencies, and private organizations to resolve building code and construction issues. Gathered data, wrote reports, and presented facts or findings to executives and commissions. Coordinated repairs like the City's storm drainage system via contractor oversight. Collateral duties included Flood Plain Manager, Code Enforcement Officer, Director of Public Works.

## **Building Official**

City of Cottonwood, TX

2010 - 2014

Oversaw this building department, working closely with City staff, public works, public agencies, and residents on building code and construction issues. Regularly served as a City representative at council and BOA meetings. Prepared and presented notice violations to the City Attorney. Collateral duties included Flood Plain Manager and Code Enforcement Officer.



#### Education

B.S. Civil Engineering and

Architecture

has over 25 years of experience in construction, plans examination, and customer relation experience. He has worked with multiple municipalities in Nevada and Idaho and has a proven track record of accountability and a high level of attention to detail.

## Registrations/Certifications

ICC Certified Plans Examiner

(IBC/UBC)

## Select Project Experience

#### Plans Examiner

Bureau Veritas North America, Inc.

### 2018 - Present

Conducts plan review of projects in California and Nevada. Projects include commercial buildings in the Las Vegas area.

## International Code Council (ICC)

Tenure at BV

Professional Affiliations

3+

## Building and Safety Plans Examiner

City of Las Vegas, NV

#### 2006 - 2008, 2015

Total Years of Experience

25+

Provided plans examination of residential and commercial projects; interfaced with customers both in writing and verbally to resolve problems and clarify code; and assisted with computer data entry and records keeping.

#### Senior Plans Examiner

## Consultants of Nevada

## 2006

Provided plans examination of residential and commercial projects; assisted in streamlining procedures and methods to reduce plans examination time; and interfaced with customers to resolve problems.

## **Building and Safety Plans Examiner**

## City of Las Vegas, NV

### 1998 - 2005

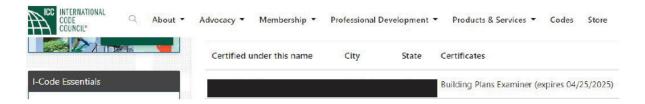
Provided plans examination of residential and commercial projects; assisted in the development and modification of new operating software; and assisted with computer data entry and records keeping.

#### Front Counter Technician/Examiner

### Clark County Building and Safety

## 1996 - 1998

Provided front counter interface with customers; processed plans and applications; front counter plans examination - architectural, plumbing, mechanical, electrical, and structural; and streamlined and organized front counter process and paperwork.



#### Education

B.S., Applied Science and Technology
- Fire Science

A.S., Building Inspection Technologies

## Registrations/Certifications

California Registered Professional Engineer, Fire Protection Engineering

Professional Grade Member Society of Professional Engineers (SFPE)

> Certificate in Fire Protection -University of California, Davis

Certificate in Building Inspection Technology

Certified Fire Protection Specialist, NFPA

Certified Engineer Technician Level III
- N.I.C.E.T.

ICC Certified:

Certified Building Official

Certified Fire Marshal

Building Plans Examiner

Building Plans Examiner, UBC ICC

Certified Fire Plans Examiner I

Certified Fire Plans Examiner II

Certified Emergency First

Responder Instructor Primary and Secondary Care and AED

Certificate Fire Prevention 2C.

Special Hazard Occupancies,

CSFM Accredited Course

Certificate Fire Prevention 2B.

CSFM Accredited Course

Certificate of Completion

Classification of Hazardous

Materials, Fire Chiefs Association

Total Years of Experience

24+

is a leader in the fire service as well as the fire industry. A well-rounded professional, with experience in managing teams of diverse professionals in both the public and private sector. Utilizing experience in engineering and development to educate the community in building standards and mentor the public sector in effective partnering and collaboration for the successful completion of all projects and improve the system of public safety. An expert in the interpretation and application of laws, codes, and standards as it relates to areas of engineering, public safety, building construction, heavy industrial, hazardous materials, and emergency response.

A clear and concise communicator and listener, confident in her ability to make difficult decisions, and with a strong affinity for problem solving, a leader in the development and execution of difficult and highly technical projects. A reputation of being consistent in the interpretation of regulations and a person who expertly understands intent and alignment with public and fire fighter safety. Expert communication and education skills to explain and analyze performance criteria of codes and statutes. In-depth experience in identifying critical needs, deficiencies and potential opportunities for operational improvements.

## Select Project Experience

Director, Fire and Life Safety Services Bureau Veritas North America, Inc.

#### 2019 - Present

Provides fire plan review and inspection services for jurisdictions throughout Nevada and California.

## Deputy Fire Chief and Fire Marshal, Prevention

## Truckee Meadows Fire Protection District

Responsible for the development, command, administration, and coordination of the District's fire prevention division, including fire investigation, fuels management, public information and education, emergency management, and training; Conduct wildland, structural, and vehicle fire investigations; Responsible for processes associated with regulatory compliance that includes a system of plan review, inspection, and permitting; Perform construction plan review, fire investigation, and building inspections; Collaborate with local communities to develop improvements to evacuation planning and emergency preparedness; Interim Fire Chief during Fire Chief absence; Consistently demonstrated effective communication skill as an ambassador for the District with diverse audiences.



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
DECEMBER 19, 2011
EXPIRATION DATE
MARCH 31, 2024
CURRENT DATE / TIME
MARCH 28, 2022
12,49 04 PM

LICENSING DETAILS FOR: 1771

#### **Fducation**

M.A. Public Administration B.A. Organizational Leadership

## Registrations/Certifications

ICC Certified:

Fire Marshal

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Certified Public Manager

### Professional Affiliations

Registered Tribal Member of the Echota Cherokee Tribe of Alabama International Fire Marshals Association (IFMA) Arizona Fire Marshals Association (AFMA)

Project Management Institute (PMI)
National Native American Fire
Chiefs Association / International
Fire Chiefs Association
National Fire Protection Association
(NFPA)

International Code Council (ICC)

Member of several City of
Avondale Boards of Commission

Member of The National Society of
Leadership and Success

Tenure at BV

2+

Total Years of Experience

24+

I has over 24 years of experience in the fire & life safety industry, as a fire prevention specialist. He is a passionate public servant with a leadership management background; he understands the culture of public and private organizations. He is an effective communicator and has strong professional presence. Michael works as a conservative fiscal public officer who values transparency in government. He is an energetic leader with a strong work ethic of responsibility, accountability, empowerment, and a focus on quality and has a reputation for building solid, highly motivated teams.

## Select Project Experience

## University Fire Marshal

## Arizona State University, Tempe

Managed and direct the operational, training, and administrative activities of 12 full-time and 40 part-time personnel. Prepared, submitted and managed annual operating and capital budgets of over \$2 million. Developed an efficient streamlined plan review process, reducing overall plan review time from over two weeks to an average of 3 days. Increased plan review revenues 60% by developing an operating procedure for plan reviews with an updated fee schedule. Partnered with a various agencies to bring nationally accredited fire training to the division personnel. Implemented a new electronic data record keeping system to increase efficiency and accuracy. Management of all construction related designs, plan reviews, site and system inspections for building and fire code compliance. Conducted over 800 construction and special system plan reviews in last 3 years.

## Fire Chief / Assistant Fire Chief

## Ak-Chin Indian Community, Maricopa

Managed and directed the operational, training, and administrative activities of 41 full-time and 35 part-time personnel. Provided Fire Service to an area covering approximately 40 square miles. Developed a new fire training program and partnered with Texas A&M College for accredited certifications for the personnel. Increased EMS and Ambulance transport revenue 25% by implementing a quality control program over documentation and billing procedures. Prepared, submitted and managed annual operating and capital budgets of over \$6 million. Responsible for preparing, submitting, awarding and managing over \$3.5 million dollars in grant funding during fiscal year 2012-2013. Designed, managed and directed the construction of new stations and apparatus acquisitions.



## Registrations/Certifications

ICC Certified:

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Certified Building Official

Residential Plans Examiner

Residential Mechanical Inspector

**Building Plans Examiner** 

Residential Building Inspector

Commercial Building Inspector

Commercial Mechanical Inspector

**Building Inspector** 

Mechanical Inspector

NAFI Certified:

Fire and Explosive Investigator

## Professional Affiliations

National Association of Fire Investigators (NAFI)

National Fire Protection Association (NFPA)

International Code Council (ICC)

Tenure at BV

3+

Total Years of Experience

20+

has 20 years of building and fire code experience as well as 15 years of hands on construction experience. John excels in meshing this experience with the philosophy of a jurisdiction to meet their needs. He has extensive management and supervisory experience that is an asset to any team.

## Select Project Experience

## Fire Plans Examiner

Bureau Veritas North America, Inc.

#### 2019 - Present

Provides fire plan review and inspection services for jurisdictions throughout Arizona.

## Assistant Director Fire Life Safety/Assistant Fire Marshall

## Arizona State University, Tempe

#### 2018 - 2019

Reviewed construction documents for Fire and Building Code compliance. Conducted inspections of new renovation work for compliance with the approved plans and codes. Investigated non-compliance with Fire, Life and Safety Codes. Worked with architects, ASU project managers, contractors and staff to meet deadlines and achieve customer service levels to the greatest level possible.

### Deputy Fire Marshal

## Clark County Fire Marshal's Office

#### 2017

Reviewed construction documents for Fire and Building Code compliance. Conducted inspections of new construction for compliance with the approved plans. Conducted fire investigations with report writing for the Fire Marshal. Investigated reported non-compliance with Fire, Life and Safety Codes. Worked with contractors and owners on several large projects to meet hard set deadlines. Conducted fireworks enforcement.

### Quality Assurance Representative

## Project Solutions Inc. / Corps of Engineers

#### 2016 - 2017

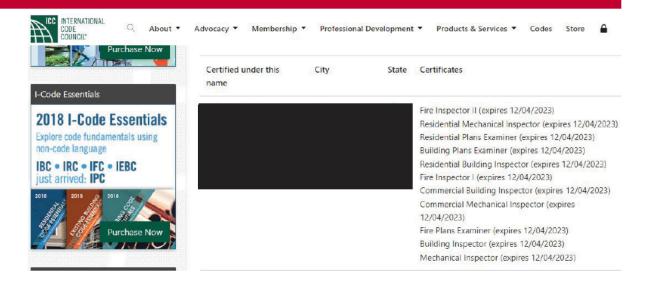
Acted as the QAR for the Corps of Engineers. Assured construction document design was followed. Worked independently as the contact for all Contractor/Corp communication on swing shift.

### Building Official / Fire Marshal

City of Pendleton and Wallowa County

### 2004 - 2016

Managed the building division staff of both jurisdictions.



#### **Fducation**

B.S., Engineering - Fire Protection

## Registrations/Certifications

Registered Fire Protection Engineer:



#### Professional Affiliations

Southern Nevada ICC
ICC Fire Safety Committee
ICC Building Code interpretation
Committee

Southern Nevada Chapter of the Society of Fire Protection Engineer (SFPE)

SFPE National Consulting-Specifying Engineer's Advisory Board

NFPA

Green Building Certification Institute (GBCI)

Total Years of Experience

22+

has over 22 years of experience providing various fire protection engineering services. He has worked with various building departments as a Fire Protection Engineer and founded his own specialized consulting company. Doug is experienced in reviewing, commenting and approving fire protection plans for a wide range of occupancy types as well as new and existing facilities. Doug is proficient in developing fire protecting related policy statements and guidelines, smoke management systems, grease/HVAC duct enclosures and alternative and equivalent code requirements.

Prior to his employment with Clark County, Doug performed fire protection engineering services with various consulting firms. In these positions, Doug became familiar with examining existing structures for code compliance including fire suppression and alarm system requirements, and negotiating levels of protection with stakeholders.

Doug has developed a thorough understanding of passive fire protection aspects that are incorporated into major structures and how they work together to provide a holistic approach to fire protection. Doug has also published and authored several professional articles, guides, and amendments which have been incorporated into the IBC codes.

## Select Project Experience

## Fire Protection Engineer

### Bureau Veritas North America, Inc.

Provides fire plan review services. Specific projects include: CSU Fullerton Titan Student Union Renovation and Expansion. The project includes improvements to the existing 140,000 gross square foot Titan Student Union. An additional 20,000 gross square feet will be added to increase the capacity of the facility. The construction valuation is estimated at \$20 million.

## Fire Protection Engineer

#### Clark County, NV

Primarily preformed fire protection services for mega-resorts on the Las Vegas Strip. Duties include review, comment, and approval of fire protection plans. Responsible for malls, atria, theaters and arenas as well as numerous high-rise residential and office towers. Many of these used were consolidated within the mega-resorts, with the remainder free standing structures. Also developed fire protection policies for internal and external use.



## RESPONSE TO NATIONAL OR REGIONAL PROGRAM - OMNIA PARTNERS

#### **COMPANY**

## A. Brief History and Description of the Firm

Bureau Veritas is a multinational corporation with a history which includes over 194 years of providing worldwide regulatory compliance service to industry and governmental agencies. Established 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 globally, the firm has unparalleled 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. The firm's local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner and it is the top independent environmental consulting firm and largest building inspection firm in the nation.

Within the United States, Bureau Veritas North America, Inc. (BV), incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 100+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level public agencies require and bring one integrated source to meet their needs.

## B. Number and Location of Salespersons, Business Development People, and Project Managers

BV employs over 50 Salespersons and nearly 60 Executive or Senior Level Officials and Managers across multiple divisions throughout North America.

## C. Number and Location of Support Centers and Location of Corporate Office

Bureau Veritas North America, Inc.'s corporate headquarters are located at 500 7th Avenue, 8th Floor, New York, NY 10018. The following is a list of the firm's offices and laboratories throughout the United States.

Address	Division	No. of Personnel
1953 Frank Ave., Suite A, Fairbanks, AK 99701	Petro & Minerals	36
5312 Commercial Blvd., Juneau, AK 99801	Petro & Minerals	9
5237 Halls Mill Rd., Building F, Mobile, AL 36619	Commodities	10
4540 E. Main St., Apt. #13, Blytheville, AR 72315	Commodities	7
2921 Hwy 77 South, Suite 19, Marion, AR 72364	Commodities	1
1201 N. 54th Ave., Suites 118, 119 and 120, Phoenix, AZ 85043	Commodities	6
17200 N. Perimeter Dr., Suite 103, Scottsdale, AZ 85255	Building & Infrastructure	16
5905 Capistrano Ave., Units E, F,G, & H, Atascadero, CA 93422	Building & Infrastructure	19
3401 Jack Northrup Ave., Hawthorne, CA 90250	Petro & Minerals	12
220 Technology Dr., Suites 100-110, Irvine, CA 92618	Building & Infrastructure	85
3773 Pacheco Blvd., Suite A, B, C & D, Martinez, CA 94553	Commodities	30
600 N. Rosemead Blvd., Suite 205, Pasadena, CA 91107	Building & Infrastructure	6
1306 Canal Blvd., Richmond, CA	Commodities	1
180 Promenade Cir., Suite 150, Sacramento, CA	Building & Infrastructure	124
9988 Hibert St., Suite 100, San Diego, CA 92131	Building & Infrastructure	37
2539 Williams St., San Leandro, CA 94577	Commodities	3
111 Santa Rosa Ave., Suite 406, Santa Rosa, CA 95404	Building & Infrastructure	8
22934 Lockness Ave., Torrance, CA 90501	Commodities	38
250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362	Building & Infrastructure	21

Address	Division	No. of Personnel
4350 Oakes Rd., Suite 520 and 521, Davie, FL 33314	Commodities	12
1422 S. Narcoossee Rd., St. Cloud, FL 34771	Building & Infrastructure	14
1601 Sawgrass Corporate Pkwy., Suite 400, Sunrise, FL 33323	Corporate	52
3904 Corporex Park Dr., Suite 145 & 135, Tampa, FL 33619	Commodities	18
1000 Cobb Place Blvd., Suite 210, Kennesaw, GA 30144	Industry CAD	5
3380 Chastain Meadows Pkwy., Suite 300, Kennesaw, GA 30144	Industry CAD	81
1096 Rogers St., Savannah, GA 31415	Commodities	7
151 E. Lathrop Ave., Savannah, GA 31415	Commodities	9
3385 Martin Farm Rd., Suwanee, GA 30024	Petro & Minerals	37
841 Bishop St., Suite 1290, Honolulu, HI 96813	Building & Infrastructure	3
2450 Hassell Rd., Hoffman Estates, IL 60169	Petro & Minerals	33
95 Oakwood Rd., Sections A, B, and E, Lake Zurich, IL 60047	Industry CAD / Food	88
4343 Commerce Ct., Suite 112, Lisle, IL 60532	Transportation & Infrastructure	32
1404 Joliet Rd., Suite G, Romeoville, IL 60446	Commodities	12
22201 W. Innovation Dr., Olathe, KS 66061	Industry CAD / Food	14
4400 Olympic Blvd., Suite 4490, Erlanger, KY 41018	Commodities	12
11725 Cloverland Ct., Suite D, Baton Rouge, LA 70809	Commodities	26
102 1st St., Duson, LA 70529	Petro & Minerals	17
5051 Taravella Rd., Marrero, LA 70072	Commodities	15
146 Apple St., Norco, LA 70079	Commodities	2
101 Widgeon Dr., St. Charles Parish, LA 70087	Commodities	47
384 N. Post Oak Rd. (f/k/a 125 N. Post Oak Rd.), Sulphur (Lake Charles), LA 70663	Commodities	6
330 Lynnway, Building A, Lynn, MA 1901	Industry US	5
10461 Mill Run Cir., Suite 1100, Owings Mills, MD 21117	Building & Infrastructure	729
22345 Roethel Dr., Novi, MI 48375	Industry CAD	44
11973 Westline Industrial Dr., Suite 100, Floor 1, Maryland Heights, MO 63146	Building & Infrastructure	141
11111 Carmel Commons Blvd., Suite 110, Charlotte, NC 28226	Building & Infrastructure	74
760B Fairfield Ave., Kenilworth, NJ 07033	Transportation & Infrastructure	11
1301 W. Blancke St., Linden, NJ 07063	Commodities	14
2175-B Wildwood Way, Elko, NV 89801	Petro & Minerals	13
500 S. Rancho Dr., Suite 16, Las Vegas, NV 89106	Building & Infrastructure	11
605 Boxington Way, Suite A-101, A-110, 106 and 107, Sparks, NV 89434	Commodities	79
500 7th Ave., Space 09A120, New York, NY 10018	Transportation & Infrastructure	62
510 E. Memorial Rd., Suite A-1 and A-2, Oklahoma, City, OK 73114	Building & Infrastructure	15
8282 S. Memorial Dr., Suite 104, Tulsa, OK 74133	Industry US	24
9700, 9730, 9740 SW Nimbus Ave., Suite 9700, Beaverton, OR 97008	Audit, CER & Assurance	151
1514 Route 28, Brookville, PA 15825	Building & Infrastructure	2

Address	Division	No. of Personnel
790 Parkway Blvd., Suite C-2, Broomall, PA 19008	Building & Infrastructure	53
10733 William Penn Hwy., Unit 4-D and 5-E, Huntingdon, PA 16652	Building & Infrastructure	3
204 Butler Rd., Unit 3, Kittanning, PA 16201	Building & Infrastructure	8
73 Reserve Ln., Room 114, Lewistown, PA 17044	Building & Infrastructure	2
790 Holiday Dr., Pittsburgh, PA 15220	Transportation & Infrastructure	113
105 Government Center Way, Pocono Pines, PA 18350	Building & Infrastructure	5
184 Keiserville Rd., Tunkhannock, PA 18657	Building & Infrastructure	1
245 Calle Rosa Urb. Ferry Barranca, Unit E28, Ponce, PR 00730	Commodities	4
Comercial Marcado con El Numero 2, Ponce, Municipal de Penuelas, PR 00624	Commodities	16
6175 Hwy. 347, Beaumont (Port Arthur), TX 77705	Commodities	55
2700 R.L. Ostos Rd., Brownsville, TX 78521	Commodities	10
4717 Santa Elena, Corpus Christi, TX 78405	Commodities	26
1412 Main St., Suite 320, Dallas, TX 75202	Power	58
3733-3736 Shell Ave., Suite F, El Paso, TX 79935	Commodities	16
100 E. 15th St., Suite 630, Fort Worth, TX 76102	Building & Infrastructure	24
12901 American Petroleum Rd., Unit #2719, Galena Park, TX 77547	Commodities	8
10770 Vinecrest Dr., Houston, TX 77086	Petro & Minerals	18
1300 Hercules Ave., Suite 105, Houston, TX 77058	Commodities	90
16025-C Jacintoport Blvd., Houston, TX 77015	Commodities	25
16800 Greenspoint Park Dr., Suite 300S, Houston, TX 77060	Industry US	15
7420 Security Way, Suite 100, Jersey Village, TX 77040	Industry US	7
1836 Miller Cut Off Rd., La Porte, TX 77571	Commodities	4
2110 S Loop 250 W, Midland, TX 79703	Petro & Minerals	9
141 N. Pasadena Blvd., Pasadena, TX 77506	Commodities	112
250 N. Witter St., Pasadena, TX 77506	Commodities	11
1000 Jupiter Road, Suite 900, Plano, TX 75074	Building & Infrastructure	112
208 Diebel Lane, Point Comfort, TX 77978	Commodities	1
12715 Royal Dr., Stafford, TX 77477	Petro & Minerals	25
3306 Loop 197 North, Texas City, TX 77590	Commodities	30
4031 Estate La Grande Princesse, Unit 40 & 41, Saint Croix, USVI 00820	Commodities	6
8180 Greensboro Dr., Suite 700, McLean, VA 22102	Building & Infrastructure	116
1350 Slater Rd., Suite 6 and 7, Ferndale, WA 92848	Commodities	26
560 Naches Ave. SW, Suite 100, Renton, WA 98057	Building & Infrastructure	2
2119 SE Columbia Way, Suite 208, Vancouver, WA 98661	Commodities	20
N58 W39799 W Hwy 16, Suite B, Oconomowoc, WI 53066	Building & Infrastructure	12

## D. Annual Total Company Sales for the Three Previous Fiscal Years

Over the past three years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The firm continues to post positive organic growth while improving its operating margin thanks to its diversified and balanced business portfolio.

(in millions USD)	2021	2020	2019
Revenue	4,981	4,601	5,099

## Documentation of these financials can be made available upon request or are available for download here:

https://group.bureauveritas.com/investorsfinancial-information/financial-reports

a. Bureau Veritas North America, Inc. FEIN Number: 06-1689244

b. Bureau Veritas North America, Inc. Dun & Bradstreet Number: 07-841-5114

#### E. Green and Environmental Policies

BV is proud to adhere to the high standards of the ISO 14001:2015 Environmental Management System. This system is applied to minimize how the firm's operations (processes, etc.) negatively affect the environment (i.e., cause adverse changes to the air, water, or land), ensures compliance with environmentally oriented requirements, and facilitates the continual improvement of the aforementioned areas. This allows BV to assure its clients the provision of more environmentally responsible products and services.

## F. Diversity Programs and Policies

A diverse workplace achieved through an inclusive culture is an integral part of Bureau Veritas' identity. The firm has developed organically and through many different acquisitions has established a richness of capability from drawing together people of diverse gender, age, ethnicity, religion, sexual orientation, nationality, education, business background, etc. With operations in 140 countries, there are over 50 different languages spoken within Bureau Veritas.

Promoting, enhancing, and protecting Bureau Veritas' inclusive culture is one of the firm's main priorities as it grows and develops new businesses where remaining at the forefront of industrial innovation is essential for success. The firm monitors, encourages, and promotes diversity within its teams, which is considered a key component for innovation and is necessary for the deployment of the firm's strategy. Additionally, it is important for Bureau Veritas as a whole to reflect the diversity of the global markets in which it operates.

Managers in the firm are expected to protect and enhance inclusive culture by leading through Bureau Veritas' Absolutes and Values and building engaged teams. This means leading with words and actions which attract diverse talent, encourage open dialogue, and create a safe workplace where team member well-being is a priority, such as being a role model for Bureau Veritas Absolutes and Values and taking action when behavior is observed which does not align with said Absolutes and Values.

Bureau Veritas' leadership continually takes action which makes in strengthening its open and inclusive culture. These actions in the *Financial Times'* list of **Diversity Leaders 2020** and the firm's Italy, and Poland being awarded the **Gender Equality European and** in 2018.





## Countering Discrimination

Respect for all individuals is one of Bureau Veritas' core values. Upon joining Bureau Veritas, all employees agree to respect differences, which excludes any form of discrimination based on ethnicity, visible differences, religion, gender, heritage, socioeconomic status, age, sexual orientation, marital status, medical condition, disability, or political opinion.

An updated inclusion policy was issued by the firm as recently as 2019. Additionally, Bureau Veritas published its Human Rights policy in 2018 which aims to eliminate all forms of discrimination and to promote, respect, and protect human rights regardless of the country in which the firm operates.

As part of the Bureau Veritas recruitment policy launched in 2016 and reissued in 2019, the firm strives to guarantee equal opportunities in the workplace, along with fairness, diversity, and objectivity in all of its recruitment processes.

Other diversity policies at local levels reinforce these firm policies and help take into account the specific characteristics of each culture. Employee handbooks describing anti-discrimination policies are distributed to employees in several countries (including in the United States) in order to raise awareness.

## Achieving Better Gender and Minority Balance

For Bureau Veritas, achieving gender and minority balance is a driver of progress. Women and minorities remain insufficiently represented overall and particularly in senior management positions and governing bodies. Women represented 32.5% of the firm's worldwide headcount at the end of 2019 and minorities represented 35.8%.

The actions Bureau Veritas' leadership have taken to protect and promote its inclusive culture and build diversity are key to the progress made in achieving a better gender and minority balance:

- The percentage of women and minorities in senior management roles has continually increased over the past four years and is consistent with the firm's ambitious goal of 30% of management positions being held by women by the end of 2021. Women and minorities make up 23% of BV junior management positions.
- Achieving a more diverse Executive Committee is a key for success and Bureau Veritas strives to be inclusive of all women and minorities across the globe.

A wide variety of local initiatives are also in place to help achieve Bureau Veritas' gender balance goals. An example of this in North America is the firm offers paternal (maternity) leave benefits providing two-thirds of the employee's basic salary for a period of up to 13 weeks. Additionally, International Women's Day awareness initiatives are held in all Bureau Veritas' operating groups and geographic regions.

## G. Certifications

BV does not hold any of the following certifications in the presented classified areas (Minority Women Business Enterprise; Small Business Enterprise or Disadvantaged Business Enterprise; Historically Underutilized Business; Historically Underutilized Business Zone Enterprise).

#### H. Relationships with Subcontractors

BV is committed to promoting the use of diverse subcontractors and suppliers such as Disadvantaged Business Enterprises, Minority Business Enterprises, Women Business Enterprises, and Service Disabled Veteran Owned Business Enterprises in overall contracting opportunities. The firm will continue to foster strong relationships with DBE/MBE/WBE/SDVOB firms which BV has partnered with in the past in an effort to meet and exceed any requirements which may be established during contract execution. BV has worked with these firms on other projects and knows they will provide capable, experienced, and reliable personnel and services.

In addition to the aforementioned, it is important to mention BV serves as a leader in its commitment to Equal Opportunity in both employment and subcontractor recruitment and hiring practices. Recent examples include:

- Obtaining approval of the firm's EEO/Affirmative Action Plan by the U.S. Department of Labor which undertakes a rigorous audit process.
- Fostering advancement of BV associates through financial reimbursement for advanced education, financial support, and time off for those who sit for their Professional Engineers examination, and formalized in-house training to retain and/or promote minority and female incumbents.
- Providing scholarships and financial support through a variety of professional engineering organizations, such as
  the Society of Hispanic Professional Engineers, the National Society of Black Engineers, and the Society of Women
  Engineers.
- Volunteering within the community, such as revitalizing homes in economically deprived areas, community clean-up, building homes through Habitat for Humanity, and providing shelter through secular and non-secular organizations.
- Recruiting local under-represented groups by participating at targeted career fairs.

• Proven track record of exceeding DBE/MBE/WBE/SDVOB goals on current and recent projects. On average, the firm achieves an 18% M/W/DBE participation rate for proposals nationwide.

#### I.Differentiators

- *High business recurrence and visibility*: BV benefits from a protracted level of visibility relative to its operations, given a substantial portion of activity is related to multi-year contracts. In addition, the firm's business has a high renewal rate for existing contracts, demonstrating its proven quality of service performance.
- A strong brand image: BV has built its success from a long-standing reputation of technical expertise, high quality, and integrity. This reputation is one of the firm's most valuable assets.
- Talented staff: BV's employees are the firm's core assets and a differentiating factor. They are chosen for their understanding of local culture, their strong know-how, their passion for the industry they serve, and their embrace of BV's values of integrity, ethics, impartiality, and independence.
- Recognized by accreditation bodies: BV is currently ISO 9001:2015 Certified and IAS AC251 Accredited, which means the firm is subject to regular audits to ensure its procedures, the qualification of its personnel, and its management systems comply with the applicable standards, norms, references, and delegations.
- Scalable organization: With a network of 1,500 locations and a staff of more than 70,000, Bureau Veritas gains efficiencies through back-office and technical sharing. The firm's clients enjoy this benefit because BV is able to handle large volumes of work upon a moment's notice.

#### J. Litigation, Bankruptcy, or Reorganization

Please understand in the course of Bureau Veritas' business meritless claims arise from time to time. It is the firm's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the firm has no judgments, pending litigation, liens, or claims which would adversely impact the financial stability, insurability, or performance of professional services. As one of the largest firms providing professional testing, inspection, and code compliance services, Bureau Veritas is the recognized leader in its field worldwide. The following is a summary of information the firm can disclose regarding pending/resolved litigation:

- Latuska v. Venkat Sethuraman, Bureau Veritas North America, Inc., et al In the Court of Common Pleas of Clearfield County, PA; Case No. 2015-1004-CD; Start 4/30/16 End 10/20/17; (Confidential Settlement Agreement)
- Wolbert v. Bureau Veritas North America, Inc. In the Court of Common Pleas of Clarion County, PA; Case No. 780 CD 2016; Start 8/8/16 on-going; (Litigation)
- Jeffrey and Chantel Finlaw v. The Ryland Group, Calatlantic Group, Bureau Veritas North America, Inc. and Theresa Bailey In the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, FL; Case No. 17-CA-000703; Start 3/6/17-End 10/3/17; (Closed BVNA Dismissed)
- Scott and Sara Schuster, et al v. Bureau Veritas North America, Inc. The State of Texas, District Court, Tarrant County; Case No. 067-290447-17; Start 2/14/17 On-going; (Litigation)
- Andre and Cathy Fortin v. Columbia Forest Products, Glenn Foster, Mike Couture, Sr., Ralph White, Bureau Veritas North America, Inc., ABC Company and John or Joe Does - State of Vermont, Superior Court (Orleans Unit); Docket No. 30-2-17OSCV; Start 3/13/17 – End 12/5/19; (Confidential Settlement Agreement)
- Triple R Paving v. Broward County, Florida and CH2M Hill, Inc. and Broward County, Florida v. URS Corporation and Bureau Veritas North America, Inc. Circuit Court of the 17th Judicial Circuit, Ft. Lauderdale, Florida; Case No. CACE09048929; Start 6/22/12 8/31/16; (Confidential Settlement Agreement)
- Darian Kaar and Kaar Investment, LLC v. Bureau Veritas North America, Inc., et al In the District Court 431st Judicial District Denton County, TX; Case No. 15-05115-431; Start 1/15/16 End 4/21/17; (Settled for a de minimis amount)

- Allstate Insurance Co. a/s/o Sheila Simmons v. Kal-Tac and Blue Ridge Homes v. Kal's Insulation and Guardian Inspection Services Bureau Veritas North America, Inc. In the Court of Common Pleas of Monroe County, Pennsylvania Civil Division Law; Case No. 10-227-CV 13; Start 4/25/17 End 6/6/17; (Settled for a de minimis amount)
- Restec Contractors v. Bureau Veritas North America, Inc., et al (Cross Complaint) Case No. S-1500-CV-280350; (BVNA Dismissed)
- Allco Inc. and Allco LLC v. Bureau Veritas North America, Inc., et al Cause No. 33673; (Confidential Settlement Agreement)
- FP Willow Ridge Associates v. Bureau Veritas North America, Inc. and Allen Township Court of Common Pleas Northampton, PA; Case No. C48-CV0-2014-2242; Start 10/14/16 End 10/14/16; (Settled for a de minimis amount)
- State Farm Lloyds as Subrogee of Darrell Moseley v. Bureau Veritas North America, Inc., et al 362nd Judicial District Court Denton County Texas; Case No. 15-07619-362; Start 4/20/15 End 1/1/16; (Settled for a de minimis amount)
- Christy Graves, et al v. Arkema Inc.; Richard Rennard; Richard P. Rowe; Andrew Burdett; and Bureau Veritas
  North America, Inc. In United States District Court Southern District Of Texas, Houston Division; Civil Action No. 4:17cv-03068; Start 9/29/17 Ongoing; (Litigation)
- Clifford Null v. McCalmont Township Et Al In the United States District Court for the Western District of Pennsylvania; Case No. 18-CV-01314-DSC; Start 10/22/18 On-going; (Litigation)
- Manuel Gerardo Grajeda v. Thompson & Sitz Framing Corporation In the County Court at Law Number Six El Paso County Texas; Case No. 2018-DCV-4612; Start 12/12/18 On-going; (Litigation)
- National Builders Insurance Company v. Scott Schuster USDC Northern District of Texas Fort Worth; Civil Action No. 4:19-cv-001; Start 2/21/19 On-going; (Litigation)
- Kelli Kinney D/B/A American Barns (Town Of Argyle) (Pre-Litigation)
- AMC West Housing/Tinker AFB (Pre-Litigation)

#### K. Felony Conviction Notice

BV is not owned or operated by anyone who has been convicted of a felony.

#### L. Debarments or Suspensions

Please refer to Section J. Litigation, Bankruptcy, or Reorganization.

#### **DISTRIBUTION, LOGISTICS**

#### A. Complete Service and Product Offering

The following pages provide descriptions of the full line of services Bureau Veritas is able to offer to other public agencies through the OMNIA Partners' cooperative purchasing program.

## **BUREAU VERITAS** TECHNICAL ASSESSMENTS LLC



Bureau Veritas Technical Assessments LLC (BVTA) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. The firm's team includes over 800 building professionals nationwide (with over 60 in the state of Arizona), including Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.



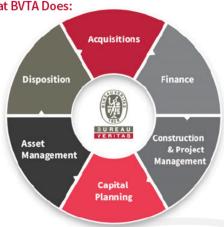
Annually, BVTA conducts thousands of assessments for Government, Residential, Commercial, Industrial, and Educational clients. Having successfully completed billions of square feet of building assessments, BVTA has developed a proven and efficient methodology for the performance of field assessments and data collection.

BVTA's recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. The firm's core of architectural, engineering, construction, environmental, and seismic expertise forms the foundation on which the company teams with clients to create and implement facility management solutions.

#### BVTA's asset management services include:

- Facility Condition Assessments
- Capital Planning Reports
- ADA Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- **CMMS Consulting**
- Preventive Maintenance Plans
- Space Analysis Studies
- **Energy Audits and Modeling**
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review

#### What BVTA Does:



BVTA delivers services to a myriad of clients all across the United States. A small sampling of the firm's clientele include:

#### **Transportation**

City of Seattle DOT

Denver Regional Transportation District Orange County Transportation Authority Salem Area Mass Transit District Illinois Department of Transportation Reno-Tahoe Airport Authority (NV) Miami International Airport

#### Education

District of Columbia Schools (DC)

University of New Mexico

Texas A&M University

Chicago Public Schools (IL)

Ohio University

University of Nevada - Reno

Page Unified School District (AZ)

#### Municipal

City of Tucson (AZ)

City of Phoenix (AZ)

Salt River Pima-Maricopa Indian Community (AZ)

City of Aspen (CO)

City of Beaverton (OR)

State of Utah

State of California

# BUREAU VERITAS TRANSPORTATION AND INFRASTRUCTURE DIVISION



For over 125 years (including as RW Hunt), Bureau Veritas has provided structural steel, pre-stressed concrete, construction materials, and infrastructure inspection and testing services to State Departments of Transportation (DOT) and the transportation industry. Bureau Veritas operates a dedicated Transportation and Infrastructure Division (T&I) to better serve the Transportation Industry within the U.S. T&I develops solutions to assist clients in managing and mitigating risk on large infrastructure projects, resulting in enhanced project performance through improved overall quality, reduction in project delays, and minimization of rework.



T&I's previous inspection projects for Transportation clients range from pedestrian bridges to fracture-critical cable-stayed bridges. Fabrication for these projects has taken place at numerous fabrication facilities located throughout the U.S. and other countries. The division typically averages over 4,750 Structural Steel and Precast / Pre-stressed Concrete Shop Fabrication Inspection man-hours per week through active contracts. T&I is currently under contract with 32 State DOT's and major Public Transportation Agencies around the U.S. performing technical and professional inspections during the fabrication of Structural Steel, Structural Steel Coatings, Nondestructive Testing (NDT), Precast Concrete and Prestressed Concrete. T&I's established procedures enable the simultaneous administration of multiple contracts while providing required coverage to execute multiple assignments regardless of project length. This division's services typically include:

**Non-Destructive Testing** involving evaluation of weldments using Ultrasonic, Magnetic Particle, Liquid Penetrant, Eddy Current Surveys, Phased Array Ultrasonic Testing (PAUT), and Radiographic Film Interpretation methods. Also, the division performs reviews of written practices and procedures submitted by fabricators, inspection firms, and others for the qualification and certification of non-destructive testing personnel.

**Visual/Welding Shop Inspection** involving materials and manufacturing processes used in the fabrication of bridge girders, structural steel, bearings, sign structures, barriers, railings, joint systems, steel grid decking, steel caissons, castings, machined components, and forgings.

**Concrete Inspection** involving fabrication inspection and witnessing of precast / pre-stressed concrete during the production of members such as pre-stressed haunch girders, concrete "I" girders, bulb girders, segmental box girders, box beams, bridge decking, and precast components such as sound walls, drainage items, and pilings.

Paint/Coatings Inspection involving performing a visual inspection of structural steel coating systems for compliance to the project specifications and manufacturer recommendations. It also involves verification and recording of Dry Film Thickness (DFT) of coatings and inspection of coatings requiring application of paint systems, galvanizing, and metalizing.

**Field Inspection** involving visual, weld, and non-destructive inspection services during the erection or repair of bridge structures. This includes the ultrasonic evaluation of bridge pins.

BV serves many markets, with the Transportation Industry being of paramount importance, particularly bridge construction and renovation. T&l's expertise in providing inspection services for this industry is unmatched. The division's extensive list of clients includes the Arizona Department of Transportation, Texas Department of Transportation, Nevada Department of Transportation, Virginia Department of Transportation, Michigan Department of Transportation, Kentucky Transportation Cabinet, New York State Department of Transportation, and Port Authority of New York and New Jersey, just to name a few.

## BUREAU VERITAS SPECIAL INSPECTION AGENCY



Bureau Veritas' QA/QC, Resident Engineering, and Special Inspection Agency sits at the center of some of the largest building and infrastructure construction projects in the world. The division's team of highly trained Special Inspectors, Managers, and Field Staff have extensive experience in navigating the complicated rules, regulations, and requirements of the International Building Code, local guidelines, as well as city/state agencies and local Department of Buildings in municipalities and cities across the United States.



Efficiency is Bureau Veritas' mantra; with the firm's global reach as a company, it has the unique ability to reduce costs by providing local inspectors anywhere in the world. The firm possesses a proven track record and ability to facilitate issuance of the Certificate of Occupancy (CO) within a timely and cost effective manner. Bureau Veritas holds a full IAS accreditation to perform all inspections required in Chapter 17 of the International Building Code (IBC), as well as inspectors which hold certifications through AABC, ACI, AWS, ICC, NEBB, NICET, PCI, and state certified Professional Engineers and Registered Architects. The firm's expertise is preeminent in all facets of construction, which include, but are not limited to:

- Soils and Geotechnical
- Deep Foundation Elements (Piles/Caissons)
- Structural Steel
- Wood Construction
- · Concrete Construction
- Masonry Construction
- Mechanical Systems
- Electrical Systems
- Fire Protection and Detection Systems
- · Curtain Wall and Veneers
- Seismic and Wind Resistance
- · Structural Stability
- · Energy Conservation
- ASTM and AASHTO Testing

The firm's Concrete Testing Laboratory maintains AASHTO and CCRL accreditations for concrete, soils, and masonry. Communication is a key element in maintaining continuity throughout the construction process from beginning to end, and through communication and a talented management team with great leaders in the field, Bureau Veritas has the ability to facilitate completion of the project and make it successful for all stakeholders involved.

Due to the firm's reach it is able to provide services all across the United States for several client and project types, as BV employs an inspection team which is local to the project and is well versed in local codes, rules, and regulations. To supplement and provide value to clients across the board, Bureau Veritas has a robust team of Local Minority and Women Owned Business Enterprises partners which the firm is able to tap into based on the goals set forth by the project team. Implementation of these partners will cover any requirement which a project might have as well as insure a subject matter expert is always available.

Bureau Veritas Special Inspection Agency has had the opportunity to deliver services for a number of high profile new infrastructure, building construction, and major renovation projects including **The World Trade Center** (New York, NY), **Newark Liberty International Airport** (Newark, NJ), **LaGuardia International Airport** (Queens, NY), **Allegiant Stadium** (Las Vegas, NV), **O'Hare International Airport T-5** (Chicago, IL), and **Citizens Bank Park** (Philadelphia, PA).

# ONECIS/BUREAU VERITAS PRESSURE VESSEL INSPECTIONS



OneCIS Insurance Company (OneCIS), A Bureau Veritas Company, provides a total solution to all your inspection and quality control needs. Whether you require prompt turnaround with an inspection, or a quick answer to a technical question, OneCIS delivers.

A market leader in the inspection field, OneCIS is the right choice for businesses which manufacture, repair or alter boilers and pressure vessels. In addition to the firm's core business of ASME inspections, OneCIS supports international code work, European Pressure Equipment Directive (PED) CE Marking, DOT and source inspection activities around the world.



With expert knowledge of code requirements, inspection techniques and quality control systems, OneCIS inspectors are the most skilled in the business. All of the firm's inspectors are commissioned by the National Board of Pressure Vessel Inspectors as Authorized Inspectors or Authorized Nuclear Inspectors. OneCIS staff also includes Certified Welding Inspectors (CWI) and American Petroleum Institute (API) inspectors.

OneCIS participates on committees of the American Society of Mechanical Engineers, the National Board Inspection Code, and the Pressure Vessel Manufacturers Association. The firm shares its expertise with its clients in face-to-face discussions and through educational programs, including seminars and in-house training. OneCIS believes in providing its clients with the most competent, cost efficient and responsive service. The firm considers its clients first in any action taken and supports them with an entire organization dedicated to their success.

#### Infrared Inspections

Considering today's fast paced business climate, it's imperative that you know the condition of your facilities electrical equipment. An untimely failure of this equipment can result in a significant business interruption or property damage loss. One of the best tools you can use to help ensure the safe and reliable operation of your facilities electrical system is infrared (IR) thermography.

An infrared thermography survey of your facilities electrical equipment is recommended by most electrical contractors on an annual basis and may even be recommended or required by your insurance carrier or local jurisdiction.

For both our highly protected risk (HPR) and non-HPR clients, Bureau Veritas services are an integral piece of the overall corporate risk solution and/or predictive/preventive maintenance programs. This service is designed to ensure the safe and reliable operation of electrical equipment and manage cost, business interruption, and any potential catastrophes.

Our technical and regulatory expertise helps organizations create safer environments in their operations. Bureau Veritas technicians are highly skilled and our expert knowledge of code requirements can help keep you compliant with your insurance carrier or with your local jurisdiction.

All of our technicians are ASNT SNT-TC-1A certified thermographers, which are strategically located throughout the United States in order to give you the best and most efficient service possible. We also possess the ability to provide service outside of the continental United States.

## BUREAU VERITAS NATIONAL ELEVATOR INSPECTION SERVICES



Bureau Veritas National Elevator Inspection Services (BVNEIS) offers consulting services encompassing all phases of vertical transportation systems. The division's diversified experience and skilled, professional personnel are welcome members of the architectural design team because they are current with the latest technology and code requirements. NEIS was founded in 1967 and became part of the Bureau Veritas team in 2006. The division is the nation's largest and most qualified conveyance inspection services agency.



BVNEIS provides safety inspections and test witnessing for all forms of vertical transportation according to ASME codes as well as city, state, and country regulations. The division's service operations cover all 50 states as well as Puerto Rico and Guam and is comprised of over 130 QEI Inspectors and Consultants and 155 employees serving more than 17,000 clients.

BVNEIS understands the way people interact with buildings, and how all of a building's systems come together to enhance its overall use and effectiveness. This insight is used to consult on all facets of design, maintenance, and sustainability of vertical transportation. The division assesses, advises and recommends strategies for designing and maintaining elevator and escalator systems (vertical and horizontal transportation), throughout new and existing facilities.

BVNEIS provides services for a variety of vertical conveyances including elevators, escalators, moving walks, and other vertical transportation. The services this division provides are as follows:

Design	Modernization	Maintenance	Acquisition
Traffic Analysis	Equipment Survey	Contract Review/Preparation	Asset Review
Construction Documents	Code Compliance Review	Equipment Assessment	Capital Planning
Bid Assistance/Tendering	Specifications	Performance Reporting	Acquisition Report
Construction Services	Bid Assistance/Tendering	Bid Assistance/Tendering	
	Construction Services		

BVNEIS's extensive list of clients include such agencies as the **New York City Department of Education**, **United States Postal Service**, **University of California at Berkeley**, and **Loudoun County (Virginia)**, among many more.

#### B. Distribution of Products/Services Locally, Regionally, or Nationally

As exhibited in the list of offices and laboratories provided in the *Number and Location of Support Centers and Location of Corporate Office* section contained within the previous pages of this submittal, BV brings to the table extensive geographic coverage with regards to the provision of services not only in the United States but also in U.S. Territories and Outlying Areas. Furthermore, the Bureau Veritas' global presence gives it the capacity to be a preeminent provider of quality assurance, health, safety, and environmental (QHSE) solutions worldwide.

BV is committed to the provision of services of the very highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. The firm's more than 4,000 professionals are spread throughout the United States, making it possible for it to have highly qualified technical experts available expeditiously even for the most remote project.

#### C. Matching of Master Agreement Offering to Other Participating Agencies

On a case by case basis BV will assess the firm's Master Agreement offering and review the opportunity to match this to other Participating Agencies so Participating Agencies can work towards ensuring compliance with the Master agreement and maintain records to auditable standards.

#### D. Other Companies Which May be Involved

In an effort to strive for service delivery of the very highest caliber BV will assess each contract and project and aim to augment its in-house team with the most appropriate subcontractor partner(s) on a case by case basis. The firm has collaborated with an extensive network of subcontractors throughout the United States and globally and is fully prepared to leverage these partnerships to best serve both current and future clients.

#### E. Number, Size, and Location of Operations

Please see the list of offices and laboratories provided in the *Number and Location of Support Centers and Location of Corporate Office* section of this submission.

#### MARKETING, OUTREACH, AND/OR SALES

#### A. Ninety-Day Implementation of Master Agreement Plan as Primary Go To Market Strategy

During contract negotiations BV respectfully requests the opportunity to discuss the implementation of the Master Agreement with OMNIA Partners in an effort to develop a plan which is not only mutually beneficial but also within the required standards and legal parameters of both parties. As a global firm, BV is required to adhere to a set of systems when it comes to the establishment of Master Agreements and an open dialog with OMNIA Partners will be the most advantageous and efficient method of solidifying an implementation plan.

#### B. Ninety-Day Plan to Market Master Agreement to Current Participating Public Agencies

During contract negotiations BV respectfully requests the opportunity to discuss the implementation of the Master Agreement with OMNIA Partners in an effort to develop a plan which is not only mutually beneficial but also within the required standards and legal parameters of both parties. As a global firm, BV is required to adhere to a set of systems when it comes to the establishment of Master Agreements and an open dialog with OMNIA Partners will be the most advantageous and efficient method of solidifying an implementation plan.

#### C. Transition of Existing Public Agency Customers' Accounts to Master Agreement

On a case by case basis BV will assess existing Public Agency customers' accounts and determine the feasibility of transitioning said accounts to the Master Agreement available locally, regionally, and/or nationally through OMNIA Partners. Bureau Vertias North America, Inc. is a firm which is comprised of multiple divisions delivering services to numerous clients in different sectors across the United States. There is opportunity for these other divisions to also be brought to the table during this discussion so their Public Agency customers' accounts can also be evaluated.

BV holds a cooperative contract with Choice Partners, a division of Harris County Department of Education. Once a Master Agreement has been established with OMNIA Partners an analysis will be made as to how these contracts could potentially be positioned among each other.

#### D. Use of Logos

On a case by case basis and with permission from BV, the firm will provide its logo to OMNIA Partners for use in marketing communications and promotions. The firm understands the use of OMNIA Partners logo will require permission for use as well.

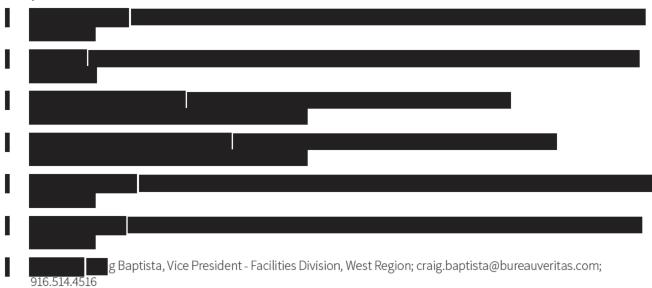
#### E. Direct Sales of Services to Public Agencies Nationwide and Timely Follow Up

As applicable, BV will make an effort to be proactive in direct sales of its services to Public Agencies nationwide and the timely follow up of leads established by OMNIA Partners. On a case by case basis BV will use the OMNIA Partners logo on sales-type materials. Furthermore, when applicable, BV's business development and/or sales initiatives may communicate: Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency; Best Government Pricing; No cost to participate; Non-exclusive.

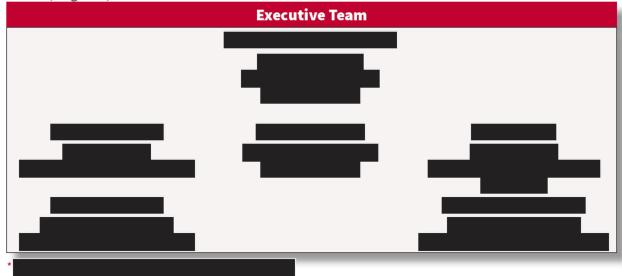
#### F. Training Local, Regional, or National Team on the Master Agreement

As applicable, BV will train its local, regional, and national team on the Master Agreement. Sales training may include: Key features of the Master Agreement; Working knowledge of the solicitation process; Awareness of the range of Public Agencies which can utilize the Master Agreement through OMNIA Partners; Knowledge of benefits of the use of cooperative contracts.

#### G. Responsible Parties



#### H. BV's Local, Regional, or National Team Structure



#### I. How the Sales Team will Work with OMNIA Partners Team

Leo DePaola, Vice President of Sales - Facilities Division will work his counterparts in other BV divisions to implement, grow, and service the local, regional, and/or national OMNIA Partners program.

## J. How BV will Manage the Overall Local, Regional, or National Program Throughout the Term of the Master Agreement

BV has a robust team of marketing and sales professionals who will be prepared to manage the overall local, regional, or national program throughout the term of the Master Agreement. While BV respectfully requests the opportunity to discuss the full logistics of program management during contract negotiations the firm states it does have ample resources and personnel to effectively manage the overall local, regional, or national program and facilitate timely contract administration.

#### K. Public Agency Sales for the Previous Fiscal Year

Bureau Veritas' overall company sales have been provided in the *Annual Total Company Sales for the Three Previous Fiscal Years* section on page 60 and the firm's overall financial report can be downloaded here: *https://group.bureauveritas.com/investorsfinancial-information/financial-reports*. BV has been fortunate to serve hundreds of Public Agencies across the United States including the County of Los Angeles (CA), City of Houston (TX), District of Columbia - Department of Consumer and Regulatory Affairs, Palm Beach County (FL), and Tobyhanna Township (PA), just to name a few.

#### L. Information Systems Capabilities and Limitations Regarding Order Management

BV is able to accept multiple forms of payment including credit card and Automated Clearing House (ACH). To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:



- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

#### M. Strategy for Responding to Different Solicitations

On a case by case basis BV will evaluate circumstances where Public Agencies issue their own solicitations but still desire to use a cooperative agreement and will work towards facilitating strategies when responding to these solicitations which are beneficial for all parties involved.

#### **ADDITIONAL NOTES**

- During contract negotiations BV respectfully requests to discuss the full OMNIA Partners Agreement and the associated requirements
- BV is unable to respond to some of the OMNIA Partners provisions due to conflicts with legal obligations.



# BUREA

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#### **SERVICES AND QUALIFICATIONS OF THE FIRM**

#### **Brief History of the Firm**

Bureau Veritas is a multinational corporation with a history which includes over 194 years of providing worldwide regulatory compliance service to industry and governmental agencies. Established 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 globally, the firm has unparalleled 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. The firm's local presence allows it to provide timely delivery and exceptional customer service in the most costeffective manner and it is the top independent environmental consulting firm and largest building inspection firm in the nation.

Within the United States, Bureau Veritas North America, Inc. (BV), incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over **4,000 employees** working out of **100+ offices (including an office located in Scottsdale, AZ)**. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City of Tucson requires and bring one integrated source to meet its needs.

BV has an extensive background in plan review, building permitting, and inspection services. The firm's range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. The firm is skilled at helping existing building departments augment, refine their current level of client service, or craft a department from the ground up.

#### Size of Firm/Staff

BV has ample resources to deliver high quality on-call plan review services to the City of Tucson. The firm's ambition for excellent customer and employee rapport has led to continuous growth of exceptional staff and client retention.



75,000

Employees Worldwide



4,000

Testing, Inspection, and Certification Experts in the United States



Offices and Laboratories in 140 Countries



#### What Sets Bureau Veritas North America, Inc. Apart

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with the City and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the plan review process. BV's team will consistently share best practices and discuss resolutions to code interpretations and deficiencies. BV is justly suited to provide consulting services because the firm is solution oriented and possess:

## Unparalleled Building Safety and Code Consulting Expertise

- Proven turnkey engineering and building safety track record to more than 500 agencies nationally
- Project management and staff augmentation expertise
- Key staff which have assisted in the development and implementation of the latest codes

## Depth of Resources and Proximity to Meet Peak Workloads

- 100+ offices throughout the United States with an established presence in the state of Arizona
- Arizona registered engineers and ICC certified staff with extensive code compliance expertise and experience
- USGBC LEED review certifying body

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

- First U.S. firm to achieve IAS Certification for third party accreditation (Plano, TX)
- Comprehensive and formalized plan review procedure
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication including pre-submittal meetings, one-on-one reviews, etc. to expedite the approval process
- Electronic plan review to save time, money, and paper a GREEN solution
- 99% success rate meeting review turnaround schedules

#### Putting the Right People to Work for You

BV has extensive resources and a large pool of licensed and certified experts who are equipped to handle all of City's needs. The firm's professionals have extensive experience in residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to client requirements.

## Competence Through Certification - International Code Council

Building safety depends on more than codes and standards. Service levels of the highest quality result 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 the BV team's commitment to providing professional and qualified plan review staff to the firm's clients.

#### Master Code Professional - The Gold Standard

Multiple members of the BV team have earned the Master Code Professional designation. As the highest level of certification the International Code Council has to offer, the Master Code Professional (MCP) designation has become the gold standard for demonstrating proficiency in the building and fire safety profession. Earning the MCP credential is a significant personal accomplishment as well, requiring successful completion of an extensive series of objective and written examinations. Many of the examination credits are from core certifications, covering the areas of Residential Building Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Building Plans Examiner, Accessibility Inspection Plans Examiner, and Certified Building Official. The remaining credits are electives selected from a variety of areas such as Fire Inspector, Commercial Energy Inspector, Electrical Plans Examiner, Property Maintenance and Housing Inspector, and others.

#### **Certification Through Multiple Accrediting Bodies**

The following is brief selection of accreditations and certifications which speak to the firm's qualifications.

#### IAS AC 251 Accreditation

In October 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review, and Inspection Service Providers Accreditation Program (AC



251). AC 251 outlines requirements for the accreditation of third-party non-governmental providers of building department services and thus recognizes the important role private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program to verify the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices which have been an integral part of the company since its founding in 1828.

For Bureau Veritas to achieve IAS accreditation, evaluators assessed Bureau Veritas across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets. The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the International Code Council (ICC).

IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies.

#### Management Systems Certified

As a world leader in Testing, Inspection, and Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. Bureau Veritas

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

- ISO 9001:2015 Quality
- ISO 14001:2015 Environmental
- OSHAS 18001:2007 Health and Safety







#### Plan Review Services Overview



#### **Building Department Plan Review**

BV personnel have performed and managed plan review and inspection services for 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 public infrastructure (roads, wet and dry utilities, etc.). The firm's staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed plan review staff, BV is able to manage numerous and complex projects simultaneously. The firm is able to provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure, etc.).

BV possesses 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 Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review. 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. BV and its proposed, locally-based personnel for this contract have a long-established history working for the City of Tucson and nearby municipalities to perform outside plan review and inspection services. Consequently, the firm 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 to quickly respond to the City's needs.

As the largest plan review and inspection firm in the United States, BV has a breadth of personnel to be immediately accessible and available to the City. The firm's partnership with the City will be managed from its Scottsdale office enabling quick and efficient responses in order to provide the customers of the City of Tucson with the highest standard of customer service. BV's Scottsdale office will be responsible for the implementation of this contract. For over 40 years BV has provided comprehensive municipal consulting.

The firm has the capacity to continue delivering the following plan review and inspection services to the City of Tucson:

- Architectural, fire and life safety plans examination
- · Structural plans examination
- Energy code plans examination
- · Accessibility requirements including:
  - » Barrier free plans examination requirements
  - » Disabled access
  - » ADA
- Mechanical, plumbing, and electrical code plans examination
- Review and approval of alternate materials, alternative design and methods of construction
- · Fire plan review including:
  - » Fire sprinkler/fire alarm
  - » Smoke detection and dampers
  - » Underground
- Green Building and LEED consulting including:
  - » LEED submittal consultation
  - » Green building consulting
  - » ENERGY STAR verification
  - » Energy efficiency audits
  - » Solar Review
- Civil plans examination including:
  - » Grading and drainage
  - » NPDES/SWPPP
  - » Development
  - » Infrastructure
  - » Water and wastewater
  - » Sewer

#### Civil Engineering Plan Review - Plan Review Compliance Standards

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

Civil infrastructure and site plans are reviewed for conformance 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 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

The firm's professional plan reviewers will provide a comprehensive assessment of the conformance of submitted improvement plans to these quality standards.

#### Improvement Plan Review Tasks

The following outlines BV's typical scope of services for the review of 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
- Erosion and sediment control provisions
- Storm Water Pollution Prevention Plans
- Review horizontal and vertical alignment of streets for conformance 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
- Street light 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 the firm's 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 City standards and requirements.

At the completion of each review, comments noting any deficiencies are prepared for the Applicant. Review comments may be distributed by the City staff, or directly to the Applicant by BV, depending on the City's preference. Copies of review letters are always forwarded to the City for its records and files. BV's customary practice is to provide comments in narrative form in a memorandum. The firm finds this method to be more precise than just marking the submittal alone. Additionally, this method facilitates the transmission and preservation of comments in electronic format.

#### **Development Review and Entitlement Processing**

Accurate and timely civil engineering plan and 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 which comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from registered engineers and land surveyors and quick turnaround of review comments in a seamless manner. Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages to facilitate development agreements along with the review of civil engineering plans and maps for conformance 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.

#### Fire Plan Review

BV's staff will consult closely with the Fire Chief/Fire Marshal or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan review engineers have specific experience working through multiple types of facilities to ensure compliance with applicable codes, standards, and amendments,

including the adopted National Fire Protection Standards and U.L. BV's 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.

BV staff have reviewed hundreds of projects for fire safety components including NFPA 13, NFPA 72, NFPA 101, etc. All personnel assigned to the City of Tucson will have available the necessary materials, resources, and training to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

#### Inspection Services Overview

BV is dedicated to being client-focused and customizing the work according to the City's specific needs. The firm can provide inspection services for a single



project which presents unique complexities due to its construction or size, or it can provide enough staff to handle all inspection services for an entire jurisdiction. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. The firm's inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, BV's 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 which may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

#### Fire Inspection Services Overview

BV can place an experienced fire inspector for a particular project or can augment existing staff to cover vacations and other leaves



of absence. The firm can even provide all fire inspection on a daily basis. Systems and components the firm inspects 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, BV can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

#### **Remote Inspection Capabilities**

The digital technologies involved in remote inspections have been available for a long time—and have proven in many instances to offer advantages to agencies across sectors who use them to enhance their traditional inspections needs. By deploying remote inspections, agencies can experience significant cost-savings, contributing to their future financial health. BV has been at the forefront of offering these technologies, having deployed remote inspection, remote supervision, and augmented inspection services in multiple use cases and business units around the world. The firm has seen the positive effects of these technologies first-hand and as a result of this will continue to invest in its remote inspection capabilities.

BV understands not all clients are always ready to adopt something radically different, especially when traditional, inperson inspections serve them well. This is why the firm has always remained flexible in the inspections space, delivering the services to its clients which make the most sense with regard to their specific projects and circumstances. In fact, BV remains strong in all of its testing and inspections abilities across North America.

## Choosing the Right Remote Inspections Partner and Solution

It may seem daunting at first to transition to remote inspection technologies. There are so many questions to ask: Is the project in a low-bandwidth area? Are advanced collaboration functions required? Is screen sharing and remote picture capture required? Does the agency require remote video be captured by an expert?

These initial questions alone signal why it is critical to engage a partner who has deep experience and capabilities in this space and can advise immediately on the remote technology solution which is best for the agency's long-term needs. At BV, the firm typically advises clients to first select a partner who is technology agnostic, so the solution can be designed specifically around their needs. Because the firm does not adhere to any one technology it is flexible in how it designs solutions, from heads-up-displays (HUDs), to tablets, to IoT, and more.

Next, it is critical for clients to consider their specific situation and the benefits they'd like to see from a remote inspections solution. There is no one-size-fits-all approach. Some of the most important benefits to think about include:

- Any-time remote inspectors, who can scale and solve problems at the agency's convenience
- Ability to share live visuals, talk, or perform inspection tasks from anywhere
- Improvements in efficiency, safety, and cost
- Reduction in the amount of travel required by inspectors, reducing carbon footprint
- Ensuring asset quality by maintaining inspections when regions are impacted by unforeseen circumstances (such as the COVID-19 pandemic)
- Ability to launch real-time global inspections in minutes for faster decisions and faster response
- **Customer participation** in the inspection with ability to annotate and capture video/photos in real-time
- Minimization of the number of inspectors required on a job site to reduce HSE risk and site access training requirements
- Expanded access to BV's extensive network of expert inspectors
- Reduction in travel, mileage, and expenses because of digital collaboration
- Real-time interaction with inspectors during service delivery with on-screen note taking

Finally, the firm advises clients to consider the situations which are ideal for remote inspections solutions. These are particularly useful in the emergency situations. With that said, even without emergency situations, remote inspections can be extremely useful for locations which are difficult to access, or in situations where organizations want to limit their carbon footprint and reap significant cost savings by minimizing travel.

#### Bureau Veritas' Remote Intelligence Platform

BV's remote inspections capabilities are also part of Bureau Veritas' larger Remote Intelligence Platform. In this broader application deployment, the firm offers augmented and remote inspections to enhance traditional inspection methods as well as to support the fast-changing digital infrastructure of current vendor and client inspection models.

Inspection needs will always change and evolve, and BV is here to make the process seamless for the firm's clients. The time for remote inspections has arrived. From managing assets and supporting datacenter inspections to supporting building and infrastructure clients, oil and gas applications, GSIT groups, industrial inspections, automotive, and more, Bureau Veritas' innovative remote testing and inspections services are designed to carry the firm's clients through every challenge and set them up for continued success.

The firm's remote inspection advantages which it can offer to the City of Tucson are as follows:

- Video calls over low band-width signal (standard remote inspections usually use normal cell reception that requires highbandwidth signals like 4G and 5G).
- High Definition Photographs: Ability to send hi-def photos over weak signals for markup and capture photos and video recordings during a call.
- Telestration: The ability to markup screen images through telestration.
- Camera Zoom: Camera zoom functions and ability to turn on phone flashlights and adjust bandwidth without field user input.

#### **Permit Technician Services Overview**

BV is available to work and build positive relationships with the City 's 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. BV has the ability to provide the City of Tucson with ICC certified Permit Technicians and services may include, but are not limited to, the following:

 Interface with the public, internal staff, and related departments and assist with building, planning, engineering, and fire permit requirements, applications

- and permit fees, application filing procedures and processing, and permit status
- Review permit applications for completeness
- Accept, login, and route plans
- · Calculate and/or collect fees
- Issue permits
- · When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software
- Provide assistance with general office and administrative duties as assigned

#### **Quality Assurance Program**

All BV associates share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Tucson. In doing so, the firm will establish itself as City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

The firm's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, BV's quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

#### Budget Controls and Billing Related Quality Assurance -FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual



and the labor hours must be approved by the project manager before being charged to the City. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of

the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

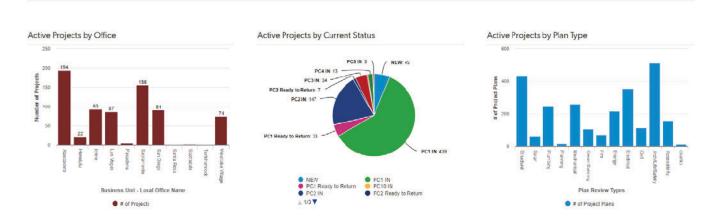
FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

#### Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City's project manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverables due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

#### Bureau Veritas North America - Facilities Division - Viewer Dashboard



#### **Utilization of Subcontractors**

BV possess the personnel and resources to required to fulfil the City of Tucson's scope of work in its entirety and will not be collaborating with any subcontractors for the execution of this contract.

#### **Specific Qualifications**

Included on the following page are copies of Bureau Veritas' ISO Certifications which provide evidence of the firm's commitment to the delivery of high quality services supported by globally recognized management systems. Additionally, the proposed project teams' applicable ICC Certifications are presented in the *Experience and Qualifications of Team* section on pages 4 - 56 of this proposal.

TUV NORD

TUV NORD

#### CERTIFICATE

Management system as per EN ISO 9001: 2015

In accordance with TOV NORD CERT procedures, it is hereby certified that

Bureau Veritas 8, cours du Triangle 92800 Puteaux France

with the locations / sites according to the annex 2

applies a management system in line with the above standard for the following scope

Please see scope annex 1

Certificate Registration No. 44 10 0 160145 Audit Report No. 3521 8827

Thomas and I TÜV NORD CERT GmbH

This certification was conducted in accordance with the TÜVNCRD CERT auditing and certification procedures and is subject to regular surveillance audits. Validity can be verified at https://www.buvn.ord.de/de/unternehmen/zertifizie.nung/zertifikatsdatenbank

TOV NORD CERT GmbH

Langemarckstraße 20

45141 Fosen



#### CERTIFICATE

Management system as per EN ISO 14001 : 2015

The Certification Body TOV NORD CERT GmbH hereby confirms as a result of the audit, assessment and certification decision according to ISO/IEC 17021 1:2015, hat the organization

Bureau Veritas 8, cours du Triangle 92800 Puteaux France

with the locations according to the annex 2

operates a management system in accordance with the requirements of ISO 14001 : 2015 and will be assessed for conformity within the 3 year term of validity of the certifica e

Please see scope annex 1

A Con Strock Certification Body at TÜV NORD CERT GmbH

TÜV NORD CERT GmbH

45141 Essen

www.tuev.nord.gert.gom





# BUREA

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#### **AVAILABLE RESOURCES TO COMPLETE THE PROJECT**

#### Plan Review Approach and Methodology

BV's team will work cooperatively with the City of Tucson's internal departments and any and all other outside agencies having jurisdiction. The firm's team will conduct reviews of any deferred submittals as outlined by the International Building Code, the most current and applicable building codes with the respective local amendments, Development Standards, and the Floodplain Ordinance; as well as with the applicable Arizona Revised Statutes; and any other applicable codes and manuals. The plan review team is also able to recommend approval of projects after substantial compliance with the applicable codes has been reached. BV will clearly report all comments to the design team and work with them to facilitate efficient resolution. Upon completion of the plan review process and when it has been determined all comments have been addressed in the plans, the firm shall issue a letter to the City recommending issuance of the respective permit(s).

BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes 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. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan review coordination process in which each plan received for review is entered into the firm's Protrack database, processed, and returned on time to the City. BV's 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 the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Submittals are reviewed for compliance with all relevant state and jurisdictional requirements.
- 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.
- Provide a thorough review of design drawings for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Outdoor Lighting Codes), Accessibility Standards, General Plan, Land Use Code, Unified Development Code, Development Standards and Floodplain Ordinance, local ordinances, Arizona Revised Statutes, and any other relevant laws and regulations.
- Plan review management
- BV assures corrections are handled as quickly and as clearly as possible. The firm's goal is to help the client through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

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 BV
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees, or consultants at any time. Telephone discussions or meetings at the project site are welcomed to assure any plan review issues are handled efficiently. BV's goal is to issue approved plans as quickly as possible and in full compliance with laws, codes, ordinances, and regulations. Upon completion of the plan review, the following information package will be prepared and logged as a minimum and forwarded to the Planning and Development Services Department:

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

#### Fast Track Plan Review

BV provides plan review activities on a fast-track basis to reduce the impact on project contraction schedules. Turnaround times for each submittal relate to the size and nature of the submittal and impact on the project construction schedule. To reduce turn around times for plan review, the firm uses electronic submittals, phased submittals, conference calling, videoconferencing, and visits by plan review staff to design offices of the engineer or architect.

BV has built long-term partnerships with many agencies and municipalities. The firm understands accuracy, efficiency, and integrity in all aspects of professional services is required. Testimony to BV's professional excellence is the fact it has a large number of repeat clients and client referrals. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to assist with project schedule recovery when necessary. BV also accommodates preliminary reviews to facilitate fast tracked or accelerated projects. This aids with timely turnaround and creates good public relations. The firm's staff makes recommendations for resolutions if requested. The firm also meets with agencies, City staff, and citizens, as needed, to discuss its findings.

## Electronic Plan Review Capabilities



BV has the capabilities and processes in place to

review submittals electronically, on paper, or both. Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on their health and safety during the COVID-19 crisis. The proposed personnel have extensive experience using many commonly used platforms such as Accela, CityTech, ProjectDox, Bluebeam, Central Square, and Cityworks.

By utilizing Adobe Acrobat with electronic plan submittal and commenting, as well as Bluebeam and other software, the firm's 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 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 City of Tucson also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans

with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

#### Plan Review Quality Control

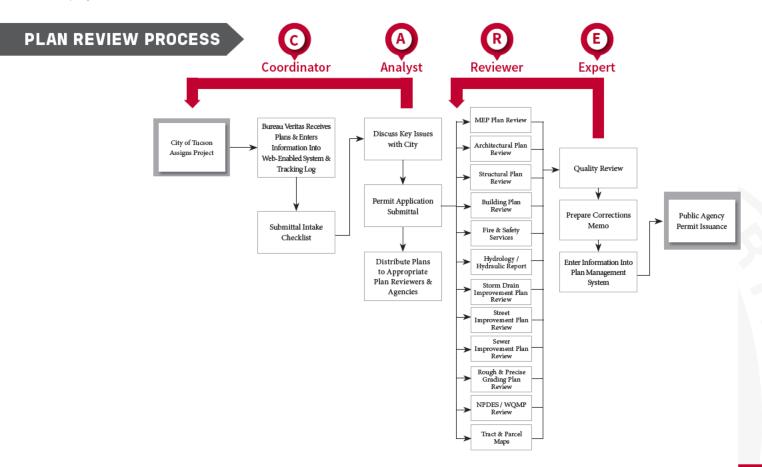
As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the BV CARE program for the intake, track, and review of plans to enhance quality and streamline processing/approval; electronic plan review to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

To ensure the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets City approval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals, and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

BV's CARE program is a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented. This system's success is based on thousands of hours of practical experience by the firm's dedicated personnel and their unique ability to interact quickly and

efficiently with the City's staff. BV provides the City with a staff extension which will bind the varying interests of the City's operations, its citizens, and legal and regulatory considerations into a dynamic, flexible working system. The specific roles of each of the CARE elements includes:

- Coordinator BV's clerical staff will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.
- Analyst BV's analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. BV analysts also maximize and "right place" staff resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, the Analyst ensures consistency by passing the project to the same reviewer which performed the previous reviews.
- Reviewer BV's experienced plan reviewers will routinely review agency standards, ordinances, guidelines, and
  checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and
  communicate questions/solutions to project stakeholders. Because of the firm's depth of resources and project
  tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing
  unnecessary rechecks.
- Expert BV experts will provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, building codes of different disciplines, and industry professional practices. They will comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Additionally, Experts provide quality assurance reviews to each project which minimizes the number of resubmittals.



#### Inspection Services Approach and Methodology

The firm will provide the City of Tucson with ICC certified personnel to provide the following services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring 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.
- Perform and document inspections on the project to determine all aspects such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes and zoning ordinances, including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the Planning and Development Services Department for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.

#### Internal Measures to Ensure Timely Project Completion

BV has a robust team dedicated to providing the City of Tucson with exemplary On-Call Plan Review Services. The firm's team of expert professionals and technical resources allow it to provide complete building and development department administration for jurisdictions both large and small. The firm aims to partner with existing jurisdiction staff in a way which best complements their efforts and talents. In some instances, providing a plan review engineer "behind the counter" for two days a week is enough, while other jurisdictions may need a complete building and development department staff on-site for several years. BV has the capacity to seamlessly adjust its personnel and resources to facilitate both ends of the spectrum and everything in-between.

Partnering with BV provides the City immediate resources. As the demand on the agency increases, the firm supplements the additional workload by augmenting its resources. Because of the firm's familiarity with the policies and procedures necessary for maintaining building and development services department, it has the ability to immediately begin assisting the jurisdiction with its building and community development department administration needs. One of BV's key assets

is the depth of experience its staff possesses. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows BV to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV has worked directly with jurisdictions in a variety of capacities and is familiar and comfortable working in the fast-changing pace of a growing city with evolving departments.

BV is adept at selecting and managing personnel from administrative to key management positions, using creative and leading-edge approaches to reaching successful solutions to tough problems. Because the firm's back office deals with the public, they always display good interpersonal and listening skills, which are needed for assessing and understanding customers' needs. BV's management team is dedicated to serving the City of Tucson and providing the resources necessary to ensure successful On-Call Plan Review Services and other related services. The firm's management team will directly oversee the review of submittal documents, bulletins, and change orders to assess compliance with the regulations contained in the various applicable codes, and recommend action with respect to the permit.

#### Servicing High Workloads

BV is committed to the provision of services of the highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. BV has staff throughout Arizona, making it possible for it to have a highly qualified staff available expeditiously even for the most remote project. It is BV's goal to exceed client expectations by being present, punctual, and professional in all interactions with the client's staff as well as with any and all contractors and clients involved in a project.

BV proposes a highly qualified, multi-faceted core team of professionals dedicated to assisting the City of Tucson. The firm's partnership with the City will be managed out of its office in Scottsdale and augmented by staff located throughout the state as needed. This will facilitate quick and efficient responses to all service needs. BV takes pride in its deep pool of highly qualified building and development safety experts.

BV's offices are strategically located to minimize travel time between projects. The firm's goal is to ensure the City's projects will be efficiently managed in the most costeffective manner possible. BV has assigned key personnel which are readily available to work on City projects.

#### **Organizational Chart**

BV has assembled a team of experts who are equipped to provide exemplary deliverables associated with the provision of On-Call Plan Review and other related services to the City of Tucson. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. The organizational chart below depicts lines of communication and the specific aspects of the project to which these designated individuals will be involved. Core team members have been highlighted in red and resumes for these individuals have been included on pages 4 - 56 of this submittal (resumes for support personnel can be made available upon request). Additionally, copies of the applicable professional licenses for the aforementioned core team have also been included in this submittal. Furthermore, the following page provides the requested chart which depicts the estimated availability of the project manager and core project staff and which offices these personnel are based out of.



Name and Job Title	Estimated Availability	Office	Firm
	<u> </u>		



# BUREA



CITY OF
PHOENIX Building Plan
Review, Civil
Plan Review,
and Inspection
Services



CASESTUDY

# BUILDING PLAN REVIEW, CIVIL PLAN REVIEW, AND INSPECTION SERVICES

#### LOCATION

City of Phoenix, AZ

#### DATES OF SERVICE

2012 - Present

#### PROJECT SUMMARY

BV is currently providing On-Call Planning and Development Department Residential, Commercial, and Fire Building Plan Review Services; On-Call Planning and Development Department Civil Plan Review; and On-Call Planning and Development Department Residential and Commercial Building Field Inspection Services to the City of Phoenix. Plan reviews are performed for new construction, alteration, and repairs for compliance with the Phoenix Building Construction Code which includes the Residential Building, Plumbing, Mechanical, Fire, Existing Building, Energy Conservation, Fuel Gas, and Electrical Codes. Civil plan reviews are performed for grading and drainage, storm water management, drainage facilitates, concrete, and street paving for compliance with adopted codes, ordinances, policies, and standards.



#### **BUREAU VERITAS CLIENT**

City of Phoenix

CONTACT:

Tom Wandrie, P.E., C.B.O., Deputy Director/Building Official 602.534.5059 | 602.534.3274 tom.wandrie@phoenix.gov



PROJECT NAME
CITY OF
FLAGSTAFF Plan Review
and Inspection
Services



CASESTUDY

## PLAN REVIEW AND INSPECTION SERVICES

#### LOCATION

City of Flagstaff, AZ

#### DATES OF SERVICE

2018 - Present

#### **PROJECT SUMMARY**

BV is currently providing on-call building plan review and building inspection services for the City of Flagstaff, AZ. The firm provides high quality reviews for both residential and commercial plans, reports, and specifications for compliance with the most recently enacted rules and regulations as adopted by the Federal, State, and local legislative bodies, including the City of Flagstaff adopted codes and amendments. The standard turnaround time for assigned plan reviews is 5-10 working days for residential projects and 7-14 days for non-residential projects. Plan review comments are specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. BV works directly by telephone and email with the project's applicant, engineer/ architect, or City staff when reviewing submitted plans or subsequent corrections. Reviews are performed by firm staff who hold the appropriate International Code Council certifications for the specific type of project. Select projects BV has worked on in collaboration with the City include: Mission Linen Supply, The Joint Chiropractor, Flagstaff Mall, Flag Town Lofts (pictured), Circle K Stores, and Circle K Fuel.



## BUREAU VERITAS CLIENT City of Flagstaff

CONTACT:

Amy Palmer, Building Official 928.213.2604 apalmer@flagstaffaz.gov



CITY OF GOODYEAR -Plan Review and Inspection Services



CASESTUDY

## PLAN REVIEW AND INSPECTION SERVICES

#### LOCATION

City of Goodyear, AZ

#### DATES OF SERVICE

2019 - Present

#### **PROJECT SUMMARY**

BV delivers comprehensive and accurate plan reviews including detailed fire code issues of submitted projects with the approximate timeframe of 8-10 business days. Review of documents includes comment letters citing code deficiencies and whether it is the first, second, or third review, required special inspections and/or deferred submittals. The firm provides City plan review staff with assistance in conducting multi-discipline plan reviews in house or off site as appropriate and also meets with City staff and other interested parties to conduct at least one preliminary assessment of projects proposed to be submitted to the City for permit, as needed. Furthermore, BV provides the City inspection staff with assistance in conducting multidiscipline inspections. Finally, BV delivers expedited plan reviews of projects. These expedited reviews are required to be completed within 5 working days.



#### **BUREAU VERITAS CLIENT**

City of Goodyear

CONTACT:

Randal Westacott, Building Official 623.980.0682 randal.westacott@goodyearaz.gov



COLORADO
RIVER INDIAN
TRIBES Plan Review
and Building
Inspection
Services



CASESTUDY

## PLAN REVIEW AND BUILDING INSPECTION SERVICES

#### LOCATION

Colorado River Indian Reservation (Arizona/California)

#### DATES OF SERVICE

2017 - Present

#### **PROJECT SUMMARY**

The Colorado River Indian Tribes (CRIT) include four distinct Tribes - the Mohave, Chemehuevi, Hopi and Navajo. There are currently about 4,277 active Tribal members. The CRIT Reservation was created in 1865 by the Federal Government for "Indians of the Colorado River and its tributaries," originally for the Mohave and Chemehuevi, who had inhabited the area for centuries. People of the Hopi and Navajo Tribes were relocated to the reservation in later years. The reservation stretches along the Colorado River on both the Arizona and California side. It includes almost 300,000 acres of land, with the river serving as the focal point and lifeblood of the area.

BV has had the honor of serving the CRIT through the provision of plan review and building inspection services since 2017. The firm conducts initial reviews of the 100% plans which result in a returned set to the client with any redlines and notes indicating areas which require changes or additional information from the client's architectural and engineering team for the project. BV's inspectors respond to construction inspection requests as outlined by the adopted codes and as required by the client. The firm has been able to partner with the CRIT on multiple projects including the construction of a new fire safety substation and a utility building.



#### **BUREAU VERITAS CLIENT**

Colorado River Indian Tribes

CONTACT:

Krystal Laffoon 928.669.1346 Krystal.Laffoon@crit-nsn.gov



STATE OF
ARIZONA 3rd Party
Plan Review
and Inspection
Services



CASESTUDY

## 3RD PARTY PLAN REVIEW AND INSPECTION SERVICES

#### LOCATION

State of Arizona

#### DATES OF SERVICE

2016 - Present

#### **PROJECT SUMMARY**

BV has delivered 3rd Party Plan Review of Construction Documents and Inspection Services to the State of Arizona since 2016. The firm provides building, mechanical, plumbing, electrical, and structural plan review services for Arizona Department of Administration projects. Plans are reviewed within 10 working days.

Two prominent projects the firm has worked on for the state include:

- Three Points Shooting Range Building: BV provided code compliance review for the Three Points Shooting Range Building new office and classroom building. The building was a new, single story, Type IIB, metal building of approximately 2,434 occupiable square feet under roof. The project owner was the Arizona Game and Fish Department.
- Six Car Washes for the Arizona Department of Transportation (ADOT): BV provided 3rd party review of construction documents of six ADOT vehicle wash systems.



#### **BUREAU VERITAS CLIENT**

#### **State of Arizona**

CONTACT:

John Hauptman, General Manager 480.689.1224 john.hauptman@azdoa.gov



ARIZONA STATE
UNIVERSITY Building and
Fire Plan Review
and Inspection
Services



CASESTUDY

# BUILDING AND FIRE PLAN REVIEW AND INSPECTION SERVICES

#### LOCATION

Phoenix Metropolitan Area

#### DATES OF SERVICE

2014 - Present

#### **PROJECT SUMMARY**

BV was selected by Arizona State University (ASU) through the institution's annual request for qualifications for facility related professional services to provide building and fire plan review and inspection services and has done so for multiple projects since 2014. The firm provides high quality customer service to ASU and works closely with the University's staff as well as designers, contractors, and project managers. BV's staff is available to respond to the University's inquiries on a daily basis and attends meetings upon the University's request. One prominent venture the firm was chosen to provide inspection services for was the Barrett College Domestic Water replacement project, which included various buildings and was valued at \$12 million. Services were provided between 7:00am - 7:00pm and were scheduled with 24 hours advance notice. Due to the expedited project schedule the firm provided and budgeted for 2 on-site inspectors.



#### **BUREAU VERITAS CLIENT**

**Arizona State University** 

CONTACT

Kenneth Lufkin, Assistant Director, Capital Programs Management 480.727.4501 Kenneth.Lufkin@asu.edu

## **BUREAU VERITAS** TECHNICAL ASSESSMENTS LLC



Bureau Veritas Technical Assessments LLC (BVTA) is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. The firm's team includes over 800 building professionals nationwide (with over 60 in the state of Arizona), including Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.



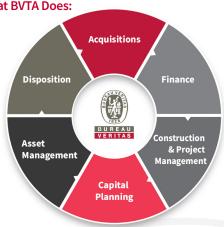
Annually, BVTA conducts thousands of assessments for Government, Residential, Commercial, Industrial, and Educational clients. Having successfully completed billions of square feet of building assessments, BVTA has developed a proven and efficient methodology for the performance of field assessments and data collection

BVTA's recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. The firm's core of architectural, engineering, construction, environmental, and seismic expertise forms the foundation on which the company teams with clients to create and implement facility management solutions.

#### BVTA's asset management services include:

- Facility Condition Assessments
- Capital Planning Reports
- ADA Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- **CMMS** Consulting
- Preventive Maintenance Plans
- Space Analysis Studies
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- **Construction Monitoring**
- Project Management
- Plan and Document Review

#### What BVTA Does:



BVTA delivers services to a myriad of clients all across the United States. A small sampling of the firm's clientele include:

#### Transportation

City of Seattle DOT Denver Regional Transportation District Orange County Transportation Authority Salem Area Mass Transit District Illinois Department of Transportation Reno-Tahoe Airport Authority (NV) Miami International Airport

#### **Education**

District of Columbia Schools (DC) University of New Mexico Texas A&M University Chicago Public Schools (IL) Ohio University University of Nevada - Reno Page Unified School District (AZ)

#### Municipal

City of Tucson (AZ) City of Phoenix (AZ) Salt River Pima-Maricopa Indian Community (AZ) City of Aspen (CO) City of Beaverton (OR) State of Utah State of California

# BUREAU VERITAS TRANSPORTATION AND INFRASTRUCTURE DIVISION



For over 125 years (including as RW Hunt), Bureau Veritas has provided structural steel, pre-stressed concrete, construction materials, and infrastructure inspection and testing services to State Departments of Transportation (DOT) and the transportation industry. Bureau Veritas operates a dedicated Transportation and Infrastructure Division (T&I) to better serve the Transportation Industry within the U.S. T&I develops solutions to assist clients in managing and mitigating risk on large infrastructure projects, resulting in enhanced project performance through improved overall quality, reduction in project delays, and minimization of rework.



T&l's previous inspection projects for Transportation clients range from pedestrian bridges to fracture-critical cable-stayed bridges. Fabrication for these projects has taken place at numerous fabrication facilities located throughout the U.S. and other countries. The division typically averages over 4,750 Structural Steel and Precast / Pre-stressed Concrete Shop Fabrication Inspection man-hours per week through active contracts. T&l is currently under contract with 32 State DOT's and major Public Transportation Agencies around the U.S. performing technical and professional inspections during the fabrication of Structural Steel, Structural Steel Coatings, Nondestructive Testing (NDT), Precast Concrete and Prestressed Concrete. T&l's established procedures enable the simultaneous administration of multiple contracts while providing required coverage to execute multiple assignments regardless of project length. This division's services typically include:

**Non-Destructive Testing** involving evaluation of weldments using Ultrasonic, Magnetic Particle, Liquid Penetrant, Eddy Current Surveys, Phased Array Ultrasonic Testing (PAUT), and Radiographic Film Interpretation methods. Also, the division performs reviews of written practices and procedures submitted by fabricators, inspection firms, and others for the qualification and certification of non-destructive testing personnel.

**Visual/Welding Shop Inspection** involving materials and manufacturing processes used in the fabrication of bridge girders, structural steel, bearings, sign structures, barriers, railings, joint systems, steel grid decking, steel caissons, castings, machined components, and forgings.

**Concrete Inspection** involving fabrication inspection and witnessing of precast / pre-stressed concrete during the production of members such as pre-stressed haunch girders, concrete "I" girders, bulb girders, segmental box girders, box beams, bridge decking, and precast components such as sound walls, drainage items, and pilings.

**Paint/Coatings Inspection** involving performing a visual inspection of structural steel coating systems for compliance to the project specifications and manufacturer recommendations. It also involves verification and recording of Dry Film Thickness (DFT) of coatings and inspection of coatings requiring application of paint systems, galvanizing, and metalizing.

**Field Inspection** involving visual, weld, and non-destructive inspection services during the erection or repair of bridge structures. This includes the ultrasonic evaluation of bridge pins.

BV serves many markets, with the Transportation Industry being of paramount importance, particularly bridge construction and renovation. T&l's expertise in providing inspection services for this industry is unmatched. The division's extensive list of clients includes the Arizona Department of Transportation, Texas Department of Transportation, Nevada Department of Transportation, Virginia Department of Transportation, Michigan Department of Transportation, Kentucky Transportation Cabinet, New York State Department of Transportation, and Port Authority of New York and New Jersey, just to name a few.

# BUREAU VERITAS SPECIAL INSPECTION AGENCY



Bureau Veritas' QA/QC, Resident Engineering, and Special Inspection Agency sits at the center of some of the largest building and infrastructure construction projects in the world. The division's team of highly trained Special Inspectors, Managers, and Field Staff have extensive experience in navigating the complicated rules, regulations, and requirements of the International Building Code, local guidelines, as well as city/state agencies and local Department of Buildings in municipalities and cities across the United States.



Efficiency is Bureau Veritas' mantra; with the firm's global reach as a company, it has the unique ability to reduce costs by providing local inspectors anywhere in the world. The firm possesses a proven track record and ability to facilitate issuance of the Certificate of Occupancy (CO) within a timely and cost effective manner. Bureau Veritas holds a full IAS accreditation to perform all inspections required in Chapter 17 of the International Building Code (IBC), as well as inspectors which hold certifications through AABC, ACI, AWS, ICC, NEBB, NICET, PCI, and state certified Professional Engineers and Registered Architects. The firm's expertise is preeminent in all facets of construction, which include, but are not limited to:

- Soils and Geotechnical
- Deep Foundation Elements (Piles/Caissons)
- Structural Steel
- Wood Construction
- Concrete Construction
- Masonry Construction
- Mechanical Systems
- Electrical Systems
- Fire Protection and Detection Systems
- Curtain Wall and Veneers
- Seismic and Wind Resistance
- Structural Stability
- Energy Conservation
- ASTM and AASHTO Testing

The firm's Concrete Testing Laboratory maintains AASHTO and CCRL accreditations for concrete, soils, and masonry. Communication is a key element in maintaining continuity throughout the construction process from beginning to end, and through communication and a talented management team with great leaders in the field, Bureau Veritas has the ability to facilitate completion of the project and make it successful for all stakeholders involved.

Due to the firm's reach it is able to provide services all across the United States for several client and project types, as BV employs an inspection team which is local to the project and is well versed in local codes, rules, and regulations. To supplement and provide value to clients across the board, Bureau Veritas has a robust team of Local Minority and Women Owned Business Enterprises partners which the firm is able to tap into based on the goals set forth by the project team. Implementation of these partners will cover any requirement which a project might have as well as insure a subject matter expert is always available.

Bureau Veritas Special Inspection Agency has had the opportunity to deliver services for a number of high profile new infrastructure, building construction, and major renovation projects including **The World Trade Center** (New York, NY), **Newark Liberty International Airport** (Newark, NJ), **LaGuardia International Airport** (Queens, NY), **Allegiant Stadium** (Las Vegas, NV), **O'Hare International Airport T-5** (Chicago, IL), and **Citizens Bank Park** (Philadelphia, PA).

# ONECIS/BUREAU VERITAS PRESSURE VESSEL INSPECTIONS



OneCIS Insurance Company (OneCIS), A Bureau Veritas Company, provides a total solution to all your inspection and quality control needs. Whether you require prompt turnaround with an inspection, or a quick answer to a technical question, OneCIS delivers.

A market leader in the inspection field, OneCIS is the right choice for businesses which manufacture, repair or alter boilers and pressure vessels. In addition to the firm's core business of ASME inspections, OneCIS supports international code work, European Pressure Equipment Directive (PED) CE Marking, DOT and source inspection activities around the world.



With expert knowledge of code requirements, inspection techniques and quality control systems, OneCIS inspectors are the most skilled in the business. All of the firm's inspectors are commissioned by the National Board of Pressure Vessel Inspectors as Authorized Inspectors or Authorized Nuclear Inspectors. OneCIS staff also includes Certified Welding Inspectors (CWI) and American Petroleum Institute (API) inspectors.

OneCIS participates on committees of the American Society of Mechanical Engineers, the National Board Inspection Code, and the Pressure Vessel Manufacturers Association. The firm shares its expertise with its clients in face-to-face discussions and through educational programs, including seminars and in-house training. OneCIS believes in providing its clients with the most competent, cost efficient and responsive service. The firm considers its clients first in any action taken and supports them with an entire organization dedicated to their success.

#### **Infrared Inspections**

Considering today's fast paced business climate, it's imperative that you know the condition of your facilities electrical equipment. An untimely failure of this equipment can result in a significant business interruption or property damage loss. One of the best tools you can use to help ensure the safe and reliable operation of your facilities electrical system is infrared (IR) thermography.

An infrared thermography survey of your facilities electrical equipment is recommended by most electrical contractors on an annual basis and may even be recommended or required by your insurance carrier or local jurisdiction.

For both our highly protected risk (HPR) and non-HPR clients, Bureau Veritas services are an integral piece of the overall corporate risk solution and/or predictive/preventive maintenance programs. This service is designed to ensure the safe and reliable operation of electrical equipment and manage cost, business interruption, and any potential catastrophes.

Our technical and regulatory expertise helps organizations create safer environments in their operations. Bureau Veritas technicians are highly skilled and our expert knowledge of code requirements can help keep you compliant with your insurance carrier or with your local jurisdiction.

All of our technicians are ASNT SNT-TC-1A certified thermographers, which are strategically located throughout the United States in order to give you the best and most efficient service possible. We also possess the ability to provide service outside of the continental United States.

# BUREAU VERITAS NATIONAL ELEVATOR INSPECTION SERVICES



Bureau Veritas National Elevator Inspection Services (BVNEIS) offers consulting services encompassing all phases of vertical transportation systems. The division's diversified experience and skilled, professional personnel are welcome members of the architectural design team because they are current with the latest technology and code requirements. NEIS was founded in 1967 and became part of the Bureau Veritas team in 2006. The division is the nation's largest and most qualified conveyance inspection services agency.



BVNEIS provides safety inspections and test witnessing for all forms of vertical transportation according to ASME codes as well as city, state, and country regulations. The division's service operations cover all 50 states as well as Puerto Rico and Guam and is comprised of over 130 QEI Inspectors and Consultants and 155 employees serving more than 17,000 clients.

BVNEIS understands the way people interact with buildings, and how all of a building's systems come together to enhance its overall use and effectiveness. This insight is used to consult on all facets of design, maintenance, and sustainability of vertical transportation. The division assesses, advises and recommends strategies for designing and maintaining elevator and escalator systems (vertical and horizontal transportation), throughout new and existing facilities.

BVNEIS provides services for a variety of vertical conveyances including elevators, escalators, moving walks, and other vertical transportation. The services this division provides are as follows:

Design	Modernization	Maintenance	Acquisition
Traffic Analysis	Equipment Survey	Contract Review/Preparation	Asset Review
Construction Documents	Code Compliance Review	Equipment Assessment	Capital Planning
Bid Assistance/Tendering	Specifications	Performance Reporting	Acquisition Report
Construction Services	Bid Assistance/Tendering	Bid Assistance/Tendering	
	Construction Services		

BVNEIS's extensive list of clients include such agencies as the **New York City Department of Education**, **United States Postal Service**, **University of California at Berkeley**, and **Loudoun County (Virginia)**, among many more.



www.bvna.com





222849

ON CALL PLAN REVIEW SERVICES

Due Date: Monday, May 23, 2022

City of Tucson 255 W Alameda St Tucson, AZ 85701

Procurement portal <a href="https://secure.procurenow.com/portal/tucson-az">https://secure.procurenow.com/portal/tucson-az</a>

Public Portal <a href="https://secure.procurenow.com/portal/tucson-az/projects/18080">https://secure.procurenow.com/portal/tucson-az/projects/18080</a>

PUBLISH DATE: April 14, 2022

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

Page 2 of 43 RESPONSIBLE CONTRACT OFFICER: Maritza Felix PH: (520) 837-4107

# Attachments:

- A OFFER AND ACCEPTANCE.RFQ
- **B SBE Program Provisions**
- E OMNIA Cooperative Language

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

Page **3** of **43** RESPONSIBLE CONTRACT OFFICER: Maritza Felix PH: (520) 837-4107

# A. NOTICE OF REQUEST FOR QUALIFICATIONS

# A.1. City of Tucson

NOTICE OF REQUEST FOR QUALIFICATIONS NO. 222849

ON CALL PROFESSIONAL SERVICES FOR On Call Plan Review Services

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive One-Step Process process to retain up to EIGHT (8) Firms to provide Expedited plan review services. The City is seeking firms (hereinafter referred to as "Consultant") to provide consultant services in the form of a multi-disciplinary team. The estimated annual budget for these contracts is 3,000,000.00.. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

COT invites interested firms to submit written Statements of Qualifications (SOQ's) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract. (Selection Plan: i.e.EIGHT FIRMS will be selected.)

Questions must be addressed to the Contract Officer listed above.

SUBMITTAL DUE DATE: Monday, May 23, 2022AT 2:00 pm LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, April 28, 2022

**TIME:** 1:00 pm

**LOCATION**: Virtual Team Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting\_NGJmY2Y5MTQtMzI3NC00NjVhLTg1Y2UtODUwNjY2ZGU1ZTJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-

cf06d9a196e0%22%2c%22Oid%22%3a%229236485a-e235-4796-b69f-4eec05422ed4%22%7d Call

in #: 1-213-293-2303 Conference ID#: 272 787 078#

**QUESTIONS SHALL BE DIRECTED TO:** Maritza Felix

**PHONE NUMBER:** (520) 837-4107

EMAIL ADDRESS: maritza.felix@tucsonaz.gov

Publication Dates: Thursday, March 31, 2022 and Thursday, April 7, 2022 published in The Daily

**Territorial** 

Page **4** of **43** RESPONSIBLE CONTRACT OFFICER: Maritza Felix PH: (520) 837-4107

# **B. INTRODUCTION**

# **B.1. Summary**

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive ONE-STEP process to retain approximately EIGHT (8) CONSULTANTS to perform expedited plan review on an "as-needed", "if-needed" basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDSD) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

The estimated annual budget for this project is \$3,000,000. The estimated annual budget is not a cap; Participating Public Agencies do not have a not to exceed cap unless established by that Participating Public Agency. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

# **B.2. Contact Information**

Maritza Felix

Senior Contract Officer 201 N Stone Avenue 6th Floor North Tucson, AZ 85701

Email: maritza.felix@tucsonaz.gov

Phone: (520) 837-4107

**Department:** 

**Development Services** 

**REQUEST FOR QUALIFICATIONS NO. 222849** 

Page **5** of **43** RESPONSIBLE CONTRACT OFFICER: Maritza Felix PH: (520) 837-4107

# C. SCOPE OF WORK

# C.1. Introduction

The City of Tucson, hereinafter referred to as "City", intends to hire approximately EIGHT (8) consultants to perform expedited plan review on an "as-needed", "if-needed" basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDSD) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

# C.2. Cooperative Contract- OMNIA

The City of Tucson, as the Principal Procurement Agency, defined in Attachment E, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies locally, regionally, and/or nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, OMNIA participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing, and sales commitments from the Consultant, OMNIA Partners provides marketing and administrative support for the Consultant that directly promotes the Consultant's services and products to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Consultant benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Consultant's need to respond to additional competitive solicitations. As such, the Consultant must be able to accommodate a demand for services, whether it be local, regional, or nationwide, and to fulfill

**REQUEST FOR QUALIFICATIONS NO. 222849** 

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obligations as either a local, regional, or nationwide Consultant and respond to the OMNIA Partners documents (Attachment E).

The City of Tucson anticipates spending approximately \$15,000,000 over the full potential Master Agreement term for On-Call Plan Review Services. While no minimum volume is guaranteed to the Consultant, the estimated annual volume of On-Call Plan Review Services purchased under the Master Agreement through OMNIA Partners is approximately \$3,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

# C.3. Additional and Related Work

Although this solicitation reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Public Agencies may have differing requirements. The awarded consultant(s) may have the ability to offer their comprehensive offering to Participating Public Agencies. Services may include but are not limited to providing expedited review of plans and specifications to determine constructability and verify construction estimates; permit technician services; planning manager services; GIS services; independent cost estimating; inspection and permit services; fire planning; surveying; site review and seismic planning; consulting/management or design services; general value engineering services, and other services and/or products. These services may vary and may be performed on an as needed basis as individual Work Orders.

# C.4. Detailed Services

#### A. REQUIREMENTS

A. Consultants shall adhere to all applicable requirements while performing work under this Contract, as specified in Chapter 1 of the International Building Code, the most current and applicable building codes with the respective local amendments, Development Standards, and the Floodplain Ordinance; as well as with the applicable Arizona Revised Statutes; and any other applicable codes and manuals; as they may apply to the services provided.

B. Consultant's responsible supervisor(s) shall be registered by the State of Arizona to practice the services required herein. Plan reviewers shall be certified as such by the International Code Council (ICC) or shall be a registered architect or engineer in the State of Arizona. Registration and/or Certification number is to be submitted to Development Services annually. Participating Public Agencies in other states, may not deem plan review or other services as professional services in which case Participating Public Agencies have the discretion as to whether a registered architect or engineer is either required, a benefit, or not necessary.

#### **B. GENERAL**

A. The Consultant shall perform plan review for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Outdoor Lighting Codes), Accessibility Standards, General Plan, Land Use Code, Unified Development Code, Development Standards and Floodplain Ordinance, local ordinances, Arizona Revised Statutes, and any other relevant laws and regulations, and related functions for the City in accordance with the terms

**REQUEST FOR QUALIFICATIONS NO. 222849** 

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described herein. Consultant understands and agrees that this is not an exclusive contract. The City's authorized staff will determine when to utilize the services described herein.

Other work performed for Participating Public Agencies will also conform with applicable Trade Codes, local ordinances, state statutes, and any other relevant laws and regulations, and related functions for the Participating Public Agency.

# C. QUALITY OF WORK

A. The Consultant shall be responsible for the completeness and accuracy of all services rendered, and for the correction of all errors and omissions committed while performing said services, at no additional cost to the City of Tucson or Participating Public Agency (unless agreed to in writing by Participating Public Agency).

#### D. DOCUMENTATION

A. All calculations, notes, and documents produced by the Consultant while performing under this contract shall be presented to and shall become property of the City or Participating Public Agency. The Consultant may retain the originals and prepare copies of said documents for the City or the Participating Public Agency at the Consultant's expense.

# E. PLANS & SPECIFICATIONS

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

- A. The City shall provide the Consultant with one set of plans, specifications, calculations and any other related documents to the Consultant at no charge. The City may provide these documents in an electronic format.
- B. Consultant may make copies of said documents, at their expense, to use as a check set and note corrections/changes required to meet the applicable codes, ordinances, etc.
- C. The consultant shall retain all noted check sets and related documents for a period of at least twelve (12) months from the date of approval.

#### F. PLAN REVIEW FINDINGS AND APPROVAL

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

- A. The Consultant, upon completion of the inspections of the review shall submit to the PDSD and the applicant, if applicable for External (3rd Party) reviews, a written itemized list, in a mutually agreed upon format, which describes all the necessary corrections. The Consultant may also make corrections in writing to the permit card information and notify the City of such.
- B. Should the consultant find the submitted comments in compliance with all of the applicable codes, ordinances, etc., related to the applicable plan review, an approval letter signed by the consultant shall be forwarded to the Planning and Development Services Department and the applicant, and the consultant shall approve the appropriate plan review record and the plans.

#### G. ADVICE AND CONSULTATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

**REQUEST FOR QUALIFICATIONS NO. 222849** 

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A. The Consultant shall be available, during City working hours, to the Planning and Development Services Department staff for advice and consultation services regarding the interpretation of the review documents, and review comments during the course of this Contract, at no additional expense to the City.

B. Within 24 hours upon request by the Planning and Development Services Department, the Consultant shall be available during City working hours for conference with applicants and owners to answer questions regarding the plan review comments produced under this Contract.

#### H. WORK LOCATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The City will not provide any workspace, facilities, or equipment for the purpose of plan review, except for scheduled conferences and single trade Internal (2nd Party) reviews which shall may take place at PDSD.

#### I. CONFLICT OF INTEREST

A. The Consultant shall not have a private or personal interest in the plans under review. See City of Tucson Administrative Directive No. 2.02-14 for further discussion on "Conflict of interest".

#### J. INTERNAL 2ND PARTY PLAN REVIEW AND INSPECTION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

- A. Under an Internal 2nd Party Plan Review, the consultant shall supplement PDSD review staff to meet plan check and processing requirements. The Consultant shall be responsible for processing and/or reviewing plans for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, Accessibility, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire reviews but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Plan Review services shall be performed remotely except where customer service assistance is needed to support front counter operations.
- B. Under an Internal 2nd Party Inspection, the consultant shall supplement PDSD inspection staff to meet field inspection requirements. The Consultant shall be responsible for inspecting projects for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, and Accessibility inspections, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire inspections but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Inspections services may be performed remotely except where on-site inspections are required based on inspection type or at the discretion of the City.
- C. Under a fixed-rate inspection, the consultant shall perform remote video inspections for the City of Tucson. The consultant shall be responsible for verifying compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility inspections. The scope of fixed-rate inspections shall

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be limited in complexity such that a comprehensive inspection can be completed in 30 minutes or less. Examples of fixed-rate inspections shall include, but not limited to, residential rooftop solar, water heater installation, residential heating and cooling equipment, and minor utility repairs. The consultant shall be responsible to provide computers, monitors, software, and associated equipment to their own staff in order to perform inspections through remote video means in a fashion that is acceptable to City of Tucson standards. The consultant shall coordinate with the City for transfer of information related to the project, approved construction documents, inspection results, inspection reports, and utility clearances as necessary. The quantity of fixed-rate inspections assigned to the consultant each day shall be agreed upon by both parties in advance and shall be no less than ten (10) remote video inspections per day.

#### K. BUNDLED 2ND PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

- A. When PDSD has determined that a certain project should be sent to the Consultant for a Bundled 2nd Party Plan Review, the consultant shall be notified. Electronic transfer of construction documents and supporting materials shall be arranged by the City of Tucson. Bundled 2nd Party Plan Review shall be identified in four categories as follows.
- 1. All Building codes review Includes Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility
- 2. Building and Fire
- Building and Site Includes Civil Engineering and Zoning
- 4. Building, Site, and Fire
- B. Unless approved otherwise by PDSD, the plan review shall be completed no later than five (5) working days for residential and ten (10) working days for commercial plans with valuations up to \$2,000,000.00 from the date of notification. The review period for plans having a valuation over \$2,000,000.00 shall be twenty (20) working days or negotiated prior to issuance of the notice to proceed.

Failure to meet the established review deadlines may be cause for the City seeking contractual remedies including and up to contract termination.

C. It is the City's intent to issue work assignments to a pool of up to EIGHT (8) consultants on a rotating/sequential basis as needed. Should the consultant not be able to perform such services, for any reason, at the time of assignment, then the work may be assigned to the next consultant in line, and the Consultant shall be moved to the bottom of the list.

However, circumstances may warrant that work assignments may not be issued on a rotating/sequential basis and instead shall be issued in a manner that is in the best interest of the City.

In some cases, a single-trade review will be requested by PDSD. Those reviews will be considered Internal 2nd Party Plan Review process at an hourly rate.

#### L. EXTERNAL 3RD PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

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A. Any permit applicant, pending PDSD approval, may be allowed to use the Consultants services under an External or 3rd Party Plan Review. The consultant shall contract independently with the applicant and the review fee will be negotiated between the review agency and the client (not PDSD). The consultant's contract shall identify in addition:

- 1. PDSD reserves the right to limit by valuation any plan or project taken to 3rd Party.
- 2. Valuations are determined by the PDSD Director.
- 3. Plans shall be submitted to PDSD and must indicate which reviews are being completed by the 3rd party, and have the contract signed prior to review by the review agency.
- 4. If an applicant chooses to use third party plan review, they must use an entity which is on the PDSD list of active 3rd party plan review agencies.
- 5. If an applicant uses 3rd party review, they are responsible for:
- a. Tracking their plan at the 3rd party review agency.
- b. Obtaining review comments from the 3rd party review agency and not Development Services.
- c. Managing the review performance of the 3rd party plan review agency since in most instances the 3rd party plan review agency will require the execution of a separate contract between itself and the party utilizing their services.
- d. Dealing with any payment, timing of review, or quality of review disputes arising from use of 3rd party plan review or the third-party plan review agency.

# C.5. III. COMPENSATION AND METHOD OF PAYMENT FOR INTERNAL (2ND PARTY) SERVICES

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

# A. INTERNAL (2ND PARTY) PLAN REVIEW AND INSPECTIONS FOR PDSD

A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor a fee based on either the PDSD standard hourly rate sum or according to the following rates of compensation, as may be applicable to the particular area or areas contracted for by the City:

- 1. Bundled Plan review: to be negotiated
- 2. Partial Reviews:
- Building (Structural, Architectural, and Accessibility) at 40% of the plan review fee as established, and as may be revised by the City.
- Electrical (Electrical and Outdoor Lighting) at 10% of the plan review fee as established, and as may be revised by the City.
- Plumbing, Mechanical, and Energy Conservation at 10% each of the plan review fee as established, and as may be revised by the City.
- Fire at 10% of the plan review fee as established, and as may be revised by the City.

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- Site at 25% of the plan review fee as established, and as may be revised by the City
- 3. Fixed-rate Inspections:

Remote video inspections for limited scope projects as outlined in Section II shall be performed at a rate of \$35 per inspection, and as may be revised by the City.

# **B. INVOICING**

A. The invoice, valuation table and/or the hourly rate of review and number of review hours are to be provided at the time the plans are returned to Development Service. The Planning and Development Service activity number, and the address of the project are to be clearly stated on the invoice.

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# D. INSTRUCTIONS TO OFFERORS

# D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant.

**Contractor/Consultant**: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative**: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Business Services**: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

**Offeror**: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must**: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should**: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

# D.2. PRE-SUBMITTAL CONFERENCE

If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

### D.3. INQUIRIES

Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in

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writing. Offerors are encouraged to submit written questions via electronic mail, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Qualifications will be binding.

# D.4. AMENDMENT OF REQUEST FOR QUALIFICATIONS

The Offeror shall acknowledge receipt of a Request for Qualifications Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

# D.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

# D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS

- A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your statement of qualification should include the signed Offer form, signed copies of any solicitation amendments and your response to all evaluation criteria.
- C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, solicitation Amendment(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.
- E. It is the responsibility of all offerors to examine the entire Request for Qualification package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
- F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

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# D.7. SUBMITTAL FORMAT

A statement of qualifications should be submitted on the forms and in the format specified in the solicitation. Any information that the offeror requested to be held as confidential shall be clearly marked as such. The material should be in sequence and related to the solicitation. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer Form, all signed amendments, and the offeror's response to the Evaluation Criteria. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal

# D.8. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

# D.9. PUBLIC RECORD

All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

# **D.10. CONFIDENTIAL INFORMATION**

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

### D.11. CERTIFICATION

By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

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- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

# D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICATIONS

Statement of Qualifications for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their statement of qualifcations to the Business Services Department on or before the day and hour set for the Submittal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link:

https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

# **D.13. LATE SUBMITTALS**

Late submittals will be rejected.

#### D.14. OFFER PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.

# **D.15. WITHDRAWAL OF SUBMITTAL**

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

# D.16. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the City

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# D.17. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

# **D.18. CITY OF TUCSON BUSINESS LICENSE**

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

# D.19. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

# D.20. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Qualification, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents

# **D.21. SUBMITTAL RESULTS**

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

# D.22. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualification shall be received at the Business Services Department not less than five (5)

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working days before the Request for Qualification due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Qualification or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

# D.23. REQUEST FOR QUALIFICATION

- A. An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract.
- B. If determined by the City and included by the City in the request for qualifications, conduct discussions with at least the number of persons or firms to be included on the short list as stated in the request for qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria established and published by the selection committee and included in the request for qualifications, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations/Interviews.
- D. The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the short list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the City and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

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E. The contract file shall contain the basis on which the award is made.

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# E. SELECTION PROCESS

# **E.1. SELECTION PROCESS**

The selection process is provided below:

- One-Step Statement of Qualifications (SOQ)
  - For One-Step solicitations, a qualified committee will evaluate the SOQ's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

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# F. SPECIAL TERMS AND CONDITIONS

# F.1. CONTRACT TERM AND RENEWAL

The term of this contract shall commence upon award and shall remain in effect for a period of ONE (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for TWO (2) ADDITIONAL TWO (2) YEAR periods, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

# F.2. SOFTWARE COMPATIBILITY

For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

# F.3. NOTICE TO PROCEED

The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

# F.4. PRINCIPAL CONSULTANT'S RESPONSIBILITY

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

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The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

# F.5. DRAWING, STANDARD DETAILS, ETC.

City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

# F.6. ADVICE AND CONSULTATION

The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

### F.7. PUBLIC HEARINGS

The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

# F.8. TIME RECORDS

The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

# F.9. WORK SCHEDULE

The consultant shall adhere to any and all work schedules developed under this contract. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised

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schedule and submit the same to the City for review and approval. It shall be the sole option of the City to approve any such requests. The City shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.

# F.10. ADDITIONAL COMPENSATION

The Contractor shall submit a written proposal and secure the City Director of Business Services' written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the City Director of Business Services' prior written approval of the proposed work and the fee therefore, the City will not consider payment of any sums other than those already set forth under this Contract.

# F.11. OTHER CONTRACTS

The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

# F.12. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

# F.13. INVOICING

The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.

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# F.14. SBE PROGRAM REQUIREMENTS

The SBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Business Services Department, Business Enterprise & Compliance Program, either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

- A. The name of the SBE subcontractors/suppliers;
- B. The type and scope of work or service each SBE will perform;
- C. The dollar value of each SBE's subcontract;
- D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
- E. The total dollar value of SBE work performed and percentage of the contract value;
- F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

See APPENDIX A - SBE Program Provisions for Professional Services

# F.15. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See <a href="http://www.tucsonprocurement.com/coop\_partners.aspx">http://www.tucsonprocurement.com/coop\_partners.aspx</a> and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <a href="http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf">http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf</a> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

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# F.16. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

# F.17. DIRECT EXPENSES

Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

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# F.18. RATE ADJUSTMENT

The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

# F.19. SECURITY REQUIREMENT

By acceptance of this contract, the Consultant agrees that, at the City's sole discretion, any and all Consultant employees, or sub-consultants, who will perform services on site at designated secure facilities, including but not limited to Tucson Water Department (TW) facilities, must successfully pass a background check and be issued appropriate identification prior to commencement of work at subject facilities.

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# G. INSURANCE REQUIREMENTS

# G.1. INSURANCE PROVISIONS OVERVIEW

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

# G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000 Blanket Contractual Liability: \$1,000,000

# G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: \$1,000,000

# G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

\*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS§

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23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

# G.5. Professional Liability (Errors & Omissions)

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

# G.6. CLAIMS MADE INSURANCE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

# G.7. ADDITIONAL INSURANCE REQUIREMENTS

All policies shall include, or be endorsed to include, the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

# G.8. NOTICE OF COVERAGE MODIFICATIONS

Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Business Services Department.

# G.9. ACCEPTABILITY OF INSURERS

Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### G.10. VERIFICATION OF COVERAGE

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after

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completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

# **G.11. SUBCONTRACTORS**

Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

### **G.12. EXCEPTIONS**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

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# H. STANDARD TERMS AND CONDITIONS

# H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

# **H.2. AFFIRMATIVE ACTION**

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

### H.3. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

# H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

#### H.5. ARBITRATION

It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

# **H.6. ASSIGNMENT-DELEGATION**

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

# H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

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# H.8. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

# H.9. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

# **H.10. CONFIDENTIALITY OF RECORDS**

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

# H.11. CONFLICT OF INTEREST

Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

### H.12. CONTRACT MODIFICATIONS

No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Business Services Department. No direction shall be taken from, nor shall any work commence with direction from, any other party.

# H.13. CONTRACT AMENDMENTS

The Business Services Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals:
- C. Otherwise modify the scope or terms and provisions of the contract.

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This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

# H.14. CONTRACT

The Contract shall be based upon the Request for Qualifications issued by the City and the Offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

### H.15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

# H.16. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

# H.17. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

# H.18. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor

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shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

#### H.19. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

#### **H.20. GRATUITIES**

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

#### H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

#### H.22. INDEMNIFICATION

INDEMNIFICATION: To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions

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caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.

If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

#### H.23. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

#### H.24. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

#### H.25. INTERPRETATION-PAROLE EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

#### H.26. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

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#### H.27. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

#### H.28. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

#### H.29. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

#### H.30. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

#### H.31. PATENT INFRINGEMENT

The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

#### H.32. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices

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by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

#### H.33. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

#### H.34. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

#### H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

#### H.36. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

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#### H.37. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

#### H.38. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

#### H.39. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

#### H.40. SHIPMENT UNDER RESERVATION PROHIBITED

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

#### H.41. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

#### H.42. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

**REQUEST FOR QUALIFICATIONS NO. 222849** 

Page **37** of **43** RESPONSIBLE CONTRACT OFFICER: Maritza Felix PH: (520) 837-4107

#### H.43. SUSPENSION OF WORK

- A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

#### H.44. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

REQUEST FOR QUALIFICATIONS NO. 222849
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RESPONSIBLE CONTRACT OFFICER: Maritza Felix
PH: (520) 837-4107

#### H.45. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

#### H.46. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

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#### I. VENDOR QUESTIONNAIRE

#### I.1. Forms to be filled out.



Please upload your Cover Letter.

\*Response required

#### Statement of Qualifications in response to the Evaluation Criteria\*

Please upload your Statement of Qualifications in response to the Evaluation Criteria.

\*Response required

#### Offer Page\*

Please upload your offer page. Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

\*Response required

#### I.2. Business License

Does your firm have a business license?
□ Yes
□ No
If yes, please upload the business license here

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

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### J. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

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RESPONSIBLE CONTRACT OFFICER: Maritza Felix

PH: (520) 837-4107

#### 1. **Experience and Qualifications of Team**

A. Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment. Additionally, provide any other applicable details, licenses, or other applicable information as it relates to work that can be performed outside of Arizona. Please include the following:

- · Responsible principal and primary staff shall present evidence of "hands on" experience in site design, engineering, hydrology, and structural design and code review of the following disciplines: planning, floodplain, technical building codes, accessibility guidelines and Development Standards.
- · Demonstrate specific experience and qualifications in Electrical, Plumbing and Mechanical review.
- B. Provide a response to the national or regional program.

Include a detailed response to Attachment I. Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national or regional presence, describe how Offeror will educate its staff and sales force about the contract, describe how products and services will be distributed nationwide or regionally, include a plan for marketing the products and service nationwide or across the region, and describe how volume will be tracked and reported to OMNIA Partners.

- b. Should the successful Offeror participate in the cooperative program, Offeror will be required to sign Attachment I, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
- Include any additional sample agreements that a Participating Public Agency may be required to sign.
- d. The intent of this solicitation is to establish national or regional contract(s). If an Offeror is unable to propose a national program due to conflicts with legal obligations or coverage area, Offeror may indicate so and propose a regional or direct solution. The City of Tucson will evaluate responses in their

Points Based

30 (30% of Total)

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

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	entirety and determine award based on the most qualified proposal.		
2.	Services and Qualifications of Firm  A. Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of the project on schedule and within budget. Include qualifications of any critical subconsultants or subcontractors. Please include the following items in your response:	Points Based	25 (25% of Total)
	<ul> <li>List any specific qualifications in supplying the specified services, including professional registration numbers and the ICC and AICP certificate numbers.</li> </ul>		
	B. Please provide a description of all the services your firm can provide.		
3.	Available Resources to Complete the Project  A. Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources. Submit a typical Organizational Chart of personnel to be assigned to a project together with the specific aspects of the project to which the designated individual will be involved. The chart should show the estimated time commitments of project manager and core project staff as a percentage of the unit total time for a project. The chart should clearly show if team members are from local or other offices or from associated firms. Describe internal measures that will be used to ensure timely completion.	Points Based	25 (25% of Total)
4.	Firm Experience on Similar Projects  A. Provide the experience of the proposed firm on similar contracts. Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted. Include contact information. Show how the experience relates to the categories outlined.	Points Based	20 (20% of Total)

#### **REQUEST FOR QUALIFICATIONS NO. 222849**

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## OFFER AND ACCEPTANCE OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

			For clarification	n of this offer, contact:	
Company Name			Name:		
Company Name					
Address			Title:		
			Phone:		
City	State	Zip	1 Hone.		
			Fax:		
Signature of Perso	n Authorized to Sign				
			E-mail:		
Printed Name					
		ACCEPTANC	E OF OFFER		
	eby accepted. The Co contract shall be referre	ontractor is now bo	und to sell the m		specified in the
Contract. This C		ontractor is now boo ed to as Contract N	und to sell the m		specified in the
Contract. This C	ontract shall be referre	ontractor is now boo ed to as Contract N	und to sell the m		specified in the
Contract. This C  CITY OF TUCS  Approved as to	ontract shall be referre	ontractor is now boo ed to as Contract N oration	und to sell the model.		



#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/28/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this

certificate does not come rights to the certificate holder in ned of such endorsement(s).				
PRODUCER	CONTACT NAME:			
Aon Risk Services Northeast, Inc. Aon Risk Services Northeast. Inc.	PHONE (A/C. No. Ext):	866-283-7122	FAX (A/C. No.): 800-363-0105	
NY NY Office One Liberty Plaza	E-MAIL ADDRESS:			
165 Broadway, Suite 3201		INSURER(S) AFFORDING COVE	RAGE	NAIC#
INSURED	INSURER A:	Hartford Fire Insuranc	e Co.	19682
Bureau Veritas North America, Inc.	INSURER B:	Trumbull Insurance Com	pany	27120
180 Promenade Circle, Suite 150 Sacramento CA 95834 USA	INSURER C:	Allianz Global Risks U	S Insurance Co.	35300
	INSURER D:			
	INSURER E:			
	INSURER F:			

**COVERAGES** CERTIFICATE NUMBER: 570096576095 **REVISION NUMBER:** 

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

INSR		ADDL S	SUBR	POLICY EFF	POLICY EXP		shown are as requested
LTR	TYPE OF INSURANCE	INSD	WVD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY) 01/01/2023	LIMITS	
С	X COMMERCIAL GENERAL LIABILITY		USL00159322	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,00
	POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,00
	OTHER:						
Α	AUTOMOBILE LIABILITY		10 AB S41202 AOS	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,00
Α	X ANY AUTO		10 AB S41203	01/01/2022	01/01/2023	BODILY INJURY ( Per person)	
	OWNED SCHEDULED		ні			BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	
	DED RETENTION						
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		10wns41200	1 ' '	01/01/2023	X PER STATUTE OTH	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A	See State Policy Addendum			E.L. EACH ACCIDENT	\$1,000,00
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	\$1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,00
С	Archit&Eng Prof		USF00248022 Claims Made SIR applies per policy te			Each Claim Aggregate	\$1,000,00 \$2,000,00

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. City of Tucson is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Contractor's Pollution portion of the Professional Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to the City of Tucson and i agents, officials or employees, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Tucson in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation and Contractor's Pollution portion of the Professional Liability policies.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Tucson 255 w. Alameda, 6th Floor Tucson AZ 85701 USA	AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:

570000048582

LOC #:



#### **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY	NAMED INSURED	
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570096576095		
CARRIER	NAIC CODE	
See Certificate Number: 570096576095		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

THIS ADDITIONAL	THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,						
FORM NUMBER:	ACORD 25	FORM TITLE:	Certificate of Liability Insurance				
		Work	kers Compensation/Employers Liability				
10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200 10wns41200	01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0 01/01/22-01/0	1/23 Twin Cit 1/23 Hartford 1/23 Hartford 1/23 Hartford 1/23 Hartford 1/23 Property 1/23 Hartford 1/23 Hartford 1/23 Hartford 1/23 Hartford 1/23 Sentine 01/23 Hart 01/23 Hart	l Insurance AR,DC,IN,LA,NE,RI,UT ty Fire Insurance Company FL,ND,OH,WA,WY d Insurance Company of the Midwest AK,ID d Casualty Insurance Company MO,WV Insurance Company CT,IL d Fire Insurance Company NH,OR,PA d Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT y & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC d Insurance Company of Illinois TX d Insurance Company of the Southeast KS,MD d Underwriters Insurance Company AZ,HI,NC,NJ,SD,VA l Insurance Company, Limited IA,NM,NV,OK n City Fire Insurance Company WI ford Underwriters Insurance Company MA ford Fire Insurance Company PR				

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

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

#### 1. BROAD FORM INSURED

## A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

#### B. Employees as Insureds

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

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

#### C. Lessors as Insureds

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

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

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

#### D. Additional Insured if Required by Contract

- Paragraph A.1. WHO IS AN INSURED

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

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

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

#### (2) How Limits Apply

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

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

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

#### (3) Additional Insureds Other Insurance

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

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

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

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

## E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

#### 2. AUTOS RENTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following:

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

#### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

#### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

## 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1.000.

#### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

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

#### 7. AIRBAG COVERAGE

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

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

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b. Section III Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

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

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

## 9. EXTRA EXPENSE - BROADENED COVERAGE

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

#### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

#### 11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

## 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

#### 14. HIRED AUTO - COVERAGE TERRITORY

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

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

#### 15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

#### 17. EXTENDED CANCELLATION CONDITION

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

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

## 18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

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

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10.000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 19. VEHICLE WRAP COVERAGE

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

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



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s)

on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Policy Number: USL00159322 Effective Date: January 01, 2022

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Policy Number: USL00159322 Effective Date: January 01, 2022

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

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

#### However:

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

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

**1.** Required by the contract or agreement; or

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

whichever is less.

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

Policy Number: USL00159322 Effective Date: January 01, 2022

#### THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

All other terms and conditions remain unchanged.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

#### **Primary And Noncontributory Insurance**

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

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

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

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

#### Name Of Person Or Organization:

Any person or organization you have agreed to waive your right of recovery in a written contract or agreement, provided such contract was executed prior to the date of loss..

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 10 WN S41200 Endorsement Number: 8

**Effective Date:** 01/01/2022 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:  $_{\rm BUREAU\ VERITAS\ HOLDINGS}$ , INC.

1601 SAWGRASS CORPORATE PKWAY

SUITE 400

FORT LAUDERDALE, FL 33323

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **UTAH WAIVER OF SUBROGATION ENDORSEMENT**

Policy Number: 10 WN S41200 Endorsement Number: 72

**Effective Date:** 01/01/2022 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:  $_{\mbox{\scriptsize BUREAU}}$   $_{\mbox{\scriptsize VERITAS}}$   $_{\mbox{\scriptsize HOLDINGS}},$   $_{\mbox{\scriptsize INC}}.$ 

1601 SAWGRASS CORPORATE PKWAY

SUITE 400

FORT LAUDERDALE, FL 33323

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

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

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

#### Schedule

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

Countersigned by

Sugar S. Castaneda

Authorized Representative