

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH BUREAU VERITAS, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2017 by and between the City of Santa Rosa, a municipal corporation ("City"), and Bureau Veritas, Inc., a Delaware Corporation ("Contractor").

RECITALS

A. City desires to hire consultant staffing to address all areas of permitting, building, plan review, inspection, recovery, outreach and communication needs resulting from the Northern California wildfires.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of eight million, eight hundred eighty-six thousand, one hundred sixty and no cents (\$8,886,160.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 08046-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books,

documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the

insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

David Guhin
100 Santa Rosa Ave., Room 3
Santa Rosa, CA 95405
(707) 543-4299

Contractor Representative:

Bryan Spain
5905 Capistrano Ave., Suite F
Atascadero, CA 93422
(805) 792-1109

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for

any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the

involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than November 30, 2019.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of

Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Bureau Veritas, Inc.

TYPE OF BUSINESS ENTITY (check one): By: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C – Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million

per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage

Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

3. DETAILED DESCRIPTION OF PERSONS AND RESOURCES COMMITTED TO THE PROJECT

Project Management Team

ISAM HASENIN P.E., C.B.O.

Principal In-Charge

STEVE JENSEN, P.E., C.B.O.
Project Manager, Plan Check Lead

BRYAN SPAIN, P.E., C.A.SP.
Technical and Client Liaison

On-Site Permit Center Team

Plan Review Engineer

Darrel Harris, S.E.
Wendy Haggard, P.E.

Inspectors

Dick Busby, C.B.O.
Zachary Dear

Engineering Technician

Jee Choy, P.E.

Plans Examiners

Carl Nelson
Carl Hefner

Permit Technicians

Benjamin Dear
Matthew Godinez, E.I.T.

Marketing, Outreach, Customer Service

Jessica Hannemann

Supporting Off-Site Team

Plan Review Engineers

Tom Harris, S.E.
Troy Schmidt, S.E.
Daniel Lee, S.E., C.B.O.
Scott Martini, P.E.
Joe Chao, P.E.
George Kellogg, P.E.
Cristian Son, P.E.
Daryl Willey, P.E.
Mac Saberi, P.E.

Plans Examiners

David Gavranich, E.I.T.
Rick Mauldin, CASp
Charles Zimmermann
Brian Lee, CASp
Murray McCool

Permit Technicians

Debbie Galli
Leslie Lundholm
Dawn Hendrickson
Vanessa Najera
Mandy Sparks

Marketing and Outreach

Customer Service

Sara Rhodes
Christina MacDonald
Alexandria Baker
Joyti Kaur
Nicole Reed

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

Education

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

Registrations/Certifications

Registered Professional Engineer:
CA, #40755

ICC Certified:
Building Official
Plans Examiner

Professional Affiliations

International Code Council (ICC)

Structural Engineers Association of Northern California (SEAOC)

American Society of Civil Engineers (ASCE)

Past Vice-Chair of the California Building Standards Commission

Vice-Chair of the Division of the State Architect Access Advisory Board 1995 - 2000

Vice Chair of the International Accreditation Services (IAS)

Prior to joining Bureau Veritas, Isam served as Director of the Department of Building Inspection (DBI) in San Francisco, where he won support from the Mayor, the Board of Supervisors and building industry leaders who joined him in taking on numerous reform initiatives that made DBI more efficient and customer-responsive. Prior to that, Isam served as the Chief Building Official for the City of San Diego for over 5 years. Isam oversaw the permitting, plan review and inspection of numerous complex and interesting projects in the two cities, from the construction of Petco Baseball Ballpark to the expansion of the San Diego International airport and convention Center to the many high rise buildings and other large commercial and residential projects. In addition, he has been a very active participant in the code development process and training. Isam has served on numerous professional committees both in California and nationally. He served on the California Building Standards Commission for eight years and is currently the Vice Chair of the Board of Directors of the International Accreditation Services (IAS).

Select Project Experience

Chief Operating Officer
Code Compliance and Public Works Services
Bureau Veritas North America, Inc.

Manages a division with revenues exceeding \$50 million and a staff of over 400 and offices throughout the U.S. Division provides local jurisdictions and agencies a comprehensive range of code compliance and engineering consulting services ranging from project management and construction management of public works projects, civil engineering design of storm and sanitary sewer systems, water utilities and roadways, and building department operations including plan review, inspection and permit processing services.

Director/Chief Building Official
City and County of San Francisco

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Bryan Spain, P.E., C.A.Sp., Technical and Client Liaison

Education

B.S., Architectural Engineering

Bryan has over 30 years of experience in the building and safety industry. He has worked in multiple jurisdictions and lead the team in California Code Check's Atascadero office for many years. He is an exceptional leader with patience, expert code knowledge, and outstanding communication skills.

Registrations/Certifications

Registered Professional Engineer:
CA, #C46854

Bryan assisted during the Loma Prieta earthquake of 1989 by providing plan review services for various municipalities. Additionally, Bryan has been supporting the recent fire damaged areas through the County of Napa and as an SAP evaluator.

DSA Certified Access Specialist, #092

Vice President

*California Code Check, Atascadero, CA
2000 - Present*

Professional Affiliations

CALBO - Board Member and Vice Chair / Liaison for the Access Committee

Supervise the Central Coast Office; manage staff & operations. Build Relationships with Architects, Engineers, Contractors, Owners and Agency Staff to resolve complex structural and life safety issues every day.

Structural Engineers Association of Southern California

Serves as Building Official for the City of Solvang since 2005. Duties include consulting with numerous Government Agency staff to enhance Building Department operations, determine methods to enhance and streamline necessary services and improve efficiencies of customer services and budgets. Checks residential and commercial projects for compliance with California and local jurisdiction ordinances for Building, Plumbing, Mechanical, Electrical, Green Building Codes and regulations (energy, disabled access and noise). Prepare and negotiate contracts, respond to RFP's & RFQ's.

County Building Officials Association of California - Past Board Member

Central Coast Chapter of ICC - 2015 President

Associate Engineer

*City of Simi Valley
1998 - 2000*

International Code Council (ICC)

Checked architectural and structural plans for commercial and residential buildings, tenant improvements, swimming pools, signs and other structures. Provided field training for Inspection/Plan Check Staff. Responded to Architectural, Structural and Disabled Access Code queries.

Total Years of Experience
30+

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Steve Jensen, P.E., C.B.O., Project Manager and Plan Check Lead

Education

B.S., Applied Science /
Industrial Engineering

Steve has over 41 years of experience working in the building industry. The majority of his experience is as a Building Official, serving several locations in California. He has extensive knowledge of the California building codes, ICC building codes, and ICC fire codes. Steve has provided building and fire safety services for many projects in California including Dry Creek Rancheria and the City of Benicia.

Registrations/Certifications

Registered Fire Protection
Engineer:
CA, #1561

Select Project Experience

ICC Certified:

- Building Inspector
- Building Plans Examiner
- Certified Building Official
- Combination Inspector
- Combination Inspector -
Legacy
- Electrical Inspector
- Mechanical Inspector
- Mechanical Inspector UMC
- Plumbing Inspector
- Plumbing Inspector UPC

**Building Official, Building and Fire Plans Examiner
Bureau Veritas North America, Inc.
2012 - Present**

Provides building official, plan review, and inspection services for jurisdictions in Northern California. Some assignments include:

Chief Building Official and Fire Official

River Rock Casino at Dry Creek Rancheria, Band of Pomo Indians

Provided chief building official (CBO) services for the existing facility and casino and recently completed administrative facility and employee dining.

Professional Affiliations

California Building Officials
(CALBO)
1986 - Present

**Building Official
City of Benicia**

Provided building official, plan review services, and technical backup support to the building inspector and development services technician. Performed building inspections of commercial, industrial, and residential structures and provided policy direction on acceptable building division practices and methods. Completed in-house plan reviews for residential, commercial, and industrial additions, remodels, and tenant improvements.

Total Years of Experience

41+

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Darrel Harris, S.E. Senior Plan Review Engineer	B.S., Civil Engineering	40+ years	Registered Structural Engineer: CA, #2433
Wendy Haggard, P.E. Plan Review Engineer	M.S., Civil Engineering B.S., Civil and Environmental Engineering	10+ years	Registered Professional Engineer: CA, #66422
Dick Busby, C.B.O. Plans Examiner and Inspector	Management Certificate	25+ years	ICC Certified: Building Official Building Plans Examiner Building Inspector Commercial Plumbing Inspector Residential Plumbing Inspector Residential Building Inspector Fire Inspector II
Carl Hefner, C.B.O. Plans Examiner and Inspector	B.A., Fine Arts / Social Sciences A.A., Building Inspection Technology Certificate, Urban Planning	25+ years	ICC Certified: Building Inspector Building Plans Examiner Certified Building Official Combination Inspector Electrical Inspector Mechanical Inspector Plumbing Inspector Residential Combination Inspector

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Carl Nelson, C.B.O. Plans Examiner		28+ years	ICC Certified: Building Inspector Building Plans Examiner California Building Plans Examiner CA Combination Inspector CA Commercial Building Inspector CA Commercial Electrical Inspector CA Commercial Mechanical Inspector CA Commercial Plumbing Inspector CA Residential Building Inspector CA Residential Electrical Inspector CA Residential Mechanical Inspector CA Residential Plumbing Inspector Certified Building Official Combination Inspector Combination Inspector - Legacy Electrical Inspector Mechanical Inspector UMC Plumbing Inspector UPC
Matthew Godinez, E.I.T. Plans Examiner and Permit Technician	B.S., Civil Engineering	1 year	California Engineer In Training
Benjamin Dear Permit Technician / Inspector		1 year	ICC Certified: Residential Building Inspector
Zachary Dear Inspector / Permit Technician		1 year	ICC Certified: Residential Building Inspector
Jee Choy, P.E., Engineering Technician	M.S., Civil Engineering	30+ years	Registered Civil Engineer: CA, #46287
Jessica Hannemann Marketing, Outreach, and Customer Service	B.S., Psychology	6+ years	

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Troy Schmidt, S.E., Structural Plan Review Engineer	M.S., Civil Engineering, Structural Emphasis B.S., Civil and Environmental Engineering	15+ years	Registered Structural Engineer: CA, #5795 Registered Professional Engineer: CA, #71078
Daniel Lee, S.E., C.B.O. Structural Plan Review Engineer		25+ years	Registered Structural Engineer: CA, #S3461 Registered Civil Engineer: CA, #40866 LEED Green Associate ICC Certified: Building Official Building Plans Examiner Building Plans Examiner CBC
George Kellogg, P.E., C.B.O. Plan Review Engineer	B.S., Civil Engineering B.A., Geology	36+ years	Registered Civil Engineer: CA, #42367 ICC Certified: Building Official Plans Examiner
Scott Martini, P.E. Plan Review Engineer	B.S., Engineering	11+ years	Registered Professional Engineer: CA, #74993
Joe Chao, P.E. Plan Review Engineer	M.S. Structural Engineering	9+ years	Registered Professional Engineer: CA, #85679
Cristian Son, P.E., Electrical Plan Review Engineer	M.S. Electrical Engineering Minor in Electro- Mechanical Applications	20+ years	Registered Electrical Engineer: CA, #16910
Daryl Willey, P.E., Plan Review Engineer	B.S., Architectural Engineering	30+ years	Registered Professional Engineer: CA, #25941
Mac Saberi, P.E., Plan Review Engineer	B.S., Civil Engineering	34+ years	Registered Professional Engineer: CA, #61937

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Rick Mauldin, C.A.Sp. Plans Examiner		30+ years	ICC Certified: Accessibility Inspector/ Plans Examiner Building Inspector Building Plans Examiner CA Building Plans Examiner CA Combination Inspector CA Commercial Building Inspector CA Commercial Electrical Inspector CA Commercial Mechanical Inspector CA Commercial Plumbing Inspector CA Residential Building Inspector CA Residential Electrical Inspector CA Residential Mechanical Inspector CA Residential Plumbing Inspector Combination Inspector Commercial Building Inspector Commercial Electrical Inspector Commercial Mechanical Inspector Commercial Plumbing Inspector Electrical Inspector Mechanical Inspector Plumbing Inspector Residential Building Inspector Residential Electrical Inspector Residential Mechanical Inspector Residential Plumbing Inspector
David Gavranich, E.I.T., Plans Examiner	B.S., Civil Engineering	15+ years	ICC Certified: Building Plans Examiner CAL Green Plans Examiner California Engineer in Training
Murray McCool Plans Examiner and Inspector	A.A., Building Inspection Technology	30+ years	ICC Certified: Building Inspector Plumbing Inspector Plans Examiner

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Charles Zimmermann Plans Examiner	Certificate in Construction Management	25+ years	ICC Certified: CA Commercial Building Inspector CA Commercial Electrical Inspector CA Commercial Mechanical Inspector CA Commercial Plumbing Inspector Commercial Building Inspector Commercial Electrical Inspector Commercial Mechanical Inspector Commercial Plumbing Inspector Mechanical Inspector CMC Mechanical Inspector UMC Plumbing Inspector CPC Plumbing Inspector UPC Residential Combination Inspector IAPMO Certified: Plumbing Inspector Mechanical Inspector CACEO Advanced Code Enforcement Officer ARC-PSTC: Advanced Code Enforcement Officer ARC-PSTC PC-832 ACI Concrete Field Testing Technician Grade 1 OSHA 510 Certified
Brian Lee, C.A.Sp. Plans Examiner	B.S., Urban Planning	25+ years	California Architects Board (CAB) Registered Architect: CA, 32739 Division of the State Architect (DSA): # 182 Certified Access Specialist (CASp)
Debbie Galli Permit Technician	B.S., Fire Protection Engineering	20+ years	
Leslie Lundholm Permit Technician		10+ years	ICC Certified: Building Plans Examiner
Dawn Hendrickson Permit Technician		22+ years	

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Name	Education	Experience	Licenses / Certifications
Vanesa Najera Permit Technician	B.S., Mechanical Engineering Technology A.S., Engineering Technology A.A., Design Technology	17+ years	LEED Accredited Professional Building Design + Construction ICC Certified: Permit Technician
Mandy Sparks Permit Technician	B.S. Criminal Justice, Psychology	17+ years	ICC Certified: Permit Technician
Sara Rhodes Marketing and Outreach Supervisor	B.A., Communications, Organizational Studies	13+ years	ICC Certified: Permit Technician (renewal in progress)
Christina MacDonald Marketing and Outreach Coordinator	B.A., Business and Behavioral Social Science (in progress)	15+ years	California Public Notary ICC Member
Alexandria Baker Marketing and Outreach Coordinator	B.S., Journalism, News-Editorial	4+ years	Social Marketing Certificate
Joyti Kaur Marketing and Outreach Coordinator	B.S., Business Administration, Accounting and Marketing Concentrations	3+ years	
Nicole Reed Marketing and Outreach Coordinator	B.S., Art, Graphic Design Minor, Business	19+ years	ICC Certified: Permit Technician (in progress)

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TECHNOLOGICAL AND OTHER RESOURCES

Bureau Veritas will work with the City of Santa Rosa to identify workspaces needed for in house resources. Individuals working in the City offices can utilize computers provided by the City or Bureau Veritas can provide laptops to use. For all individuals, Bureau Veritas requests the City provide logins for Accela.

Field staff will be equipped with tablets, cell phones, code books, personal protection equipment, and other tools necessary to complete tasks associated with their position. Consequently, we can ensure that work will start on your project immediately, with no ramp up time, utilizing best practice tools and processes to deliver quality, cost-effective, and timely services.

NUMBER OF QUALIFIED PERSONNEL EMPLOYED

Bureau Veritas employs over 70,000 individuals worldwide. In California, our technical team includes **over 200** plan review engineers, plans examiners, inspectors, permit technicians, marketing and outreach experts, customer service representatives, building officials, planners, civil engineers, and environmental experts. We do not anticipate utilizing any subconsultants in for this contract.

Staff members remain at the top of their field

Bureau Veritas continuously invests in its employees and views staff training very seriously. Helping them to grow to their highest potential and advancing their professional skills has always been a priority. Within our budget we dedicate a substantial amount towards professional growth and development as recognized by the International Accreditation Service.

Bureau Veritas documents an employee's education and professional development during the annual Performance Management Process (PMP). Performance Management is the process through which supervisors and those they lead gain a shared understanding of work expectations and goals, exchange performance feedback, identify learning and development opportunities, and evaluate performance results. It is through this process that Bureau Veritas is able to create and sustain a workplace environment that promotes learning and professional development.

4. UNDERSTANDING AND APPROACH

Bureau Veritas understands the City's **urgent need** for a team to assist with the rebuild of over 3,000 residential structures and 25 commercial structures destroyed during the fires in October. We also understand the City's desire to utilize consultants to assist with permitting procedures associated with recovery and rebuilding efforts which may include review of applicable standards, permit review, and inspection services for compliance with environmental, building, planning, and engineering regulations, as well as associated communication and outreach services to inform the public on processes and procedures.

Our team is **ready to assist** with establishing and staffing a disaster recovery-centered office that offers permit intake, processing, record support, plan check, and inspection services. We have identified a team of engineers, plans examiners, and inspectors who are **immediately available** and can report to the City of Santa Rosa on short notice, for 24 months, or as needed and identified by the City.

We understand the City may contract with one or more consultants. Our team is **flexible** in the services we provide. We are proposing a wide range of positions and people and understand if the City selects only a portion, or all services we are proposing. Our approach to staffing the department will include a variety of tasks, communication with City and other consultant staff, and monitoring of staffing levels. We propose to provide services for a range of the positions requested in the RFP, however, **our team is able to flex with the needs of the City and its community.**

The majority of our team are **cross trained** and will be able to perform other duties within the disaster recovery-centered office. For example, Steve Jensen is experienced and qualified to perform duties of an assistant office manager, plan review engineer, and inspector. Another example is Dick Busy who is able to perform plan review and inspection services. Since **our team is versatile**, we expect and encourage individuals to take the initiative and assist in areas that may be overloaded or need additional resources.

On the following page we have outlined our proposed staffing approach to the specific services included in our proposal. At any time, we are happy to meet with the City to further discuss our team capabilities, identify immediate and future positions, and place a team to begin working on this project.

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Exhibit A

**City of Santa Rosa
RFP #17-85**

Post-Fire Recovery and Rebuilding Assistance

For on-site services, we propose:

<p>Project Manager: Steve Jensen</p>	<p>Plan Check Lead: Steve Jensen</p>	<p>Plan Check Engineers: Darrel Harris Wendy Haggard Additional Outside Support Team</p>
<p>Plans Examiners: Murray McCool Dick Busby Carl Hefner Carl Nelson Matthew Godinez Additional Outside Support Team</p>	<p>Inspectors: Dick Busby Benjamin Dear Zachary Dear Carl Hefner Additional Outside Support Team (As-Needed)</p>	<p>Permit Technicians: Matthew Godinez Benjamin Dear Zachary Dear</p>
<p>Marketing, Outreach and Customer Service: Jessica Hannemann</p>	<p>Engineering Technicians: Jee Choy, P.E.</p>	

APPROACH TO SERVICES

Upon notification from the City of Santa Rosa, our team will mobilize and report directly to the City offices or the facilities identified as the disaster recovery-centered office. Our approach includes all positions specified in our proposal. This approach is flexible and can be tailored to the preferences of the City and to work cooperatively and cohesively with multiple consultants, City staff, agencies, and the customers of the City.

TECHNICAL ADVISOR AND CLIENT LIAISON

Bryan Spain will serve as a technical advisor and client liaison for this project and to support the City and the Building Official. Approximately 8 hours per week on-site and via telephone or webconference, Bryan will provide a high level of support for code questions, process and procedure input, and for any other issues that may arise.

PROJECT LEAD / MANAGER

Bureau Veritas proposes Steve Jensen as the project lead / manager for this project. Steve is an exceptionally qualified engineer and building official with experience managing departments within City and County offices. Our project lead will work directly with the City Building Official and City leadership to determine the processes and procedures expected of the disaster recovery-centered office. These processes and procedures will be quickly and effectively documented and communicated to all consultant staff, City staff, agencies, and other stakeholders.

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Upon establishing processes and procedures, our project lead will oversee the operations of the disaster recovery-centered office. This will include assisting team members and permit applicants with questions, clarification on codes, distributing work effectively, managing workloads of team members, identifying need for additional resources, coordinating with department leaders and other agencies, and communicating with City leadership the weekly and monthly reports, activity, and other issues that may arise.

ON-SITE PLAN CHECK LEAD

We propose Steve Jensen to fulfill the role of plan check lead. We believe Steve can perform both the project lead and plan check lead roles effectively which will save the City time and money. His experience is shown in his resume in the previous section.

The plan check lead will work with plan review engineers and plans examiners to review plans timely, effectively, and coordinate with other agency reviews that may be necessary. The plan check lead will also monitor workload to ensure plans are distributed appropriately including to the appropriate disciplines and without overloading individuals with a full plan review queue. The plan check lead will verify turnaround times are being met, enlist additional resources if needed, and ensure all team members are working cooperatively. The plan check lead will be capable of reviewing plans over the counter for simple projects to help facilitate quick turnaround and provide a higher level of service to customers.

PLAN REVIEW ENGINEERS AND PLANS EXAMINERS

We envision plan review workload will be higher during the first year of the recovery efforts. As a result, we propose a larger team of reviewers during the first year, then reducing staff to account for decreased workload during the second year. Our price proposal reflects this adjustment in staffing. Our team is flexible and ready to support the workload at any level, throughout the life of the project.

Proposed plan review engineers and plans examiners will report directly to the City's disaster recovery-center office to perform plan review in house and over the counter. Team members are skilled in performing architectural, structural, mechanical, electrical, plumbing, fire, accessibility, energy, grading, and civil plan reviews. In addition to performing reviews using paper plans and documents, our team can perform electronic plan review and over the counter review.

Our proposed team will familiarize themselves with the requirements of the City of Santa Rosa before reporting to the City. We have devoted a great deal of time and effort over the years to refining our approach and developing documentation to assist our clients and train our staff in understanding plan review procedures. Our team will work with the City and the project lead to develop a specific intake and tracking system that works for the disaster recovery-centered office.

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An example of a process that Bureau Veritas utilizes is outlined below and can be tailored specific to the City of Santa Rosa.

Bureau Veritas is also able to overnight plans to our regional technical center in Sacramento, when necessary. Our regional technical center is staffed with industry experts and reputable engineers and plans examiners.

PLAN INTAKE AND TRACKING

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

To accomplish this we:

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

Correction sheets for specific projects can be maintained in the City's database in Accela (or preferred system) and sent to the applicant with a cover memo containing at least the following:

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

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During or before the plan review process, Bureau Veritas is prepared to meet with the home owners or their designers and contractors, City employees or consultants at any time. Telephone discussions or meetings are welcomed to assure that any plan review issues are handled efficiently. Steve Jensen and Bryan Spain, in addition to our on-site team, can meet at the disaster recovery-centered office or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations.

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

- Completed plan review documents which include sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports

All documents shall be provided in a format desired by the City. We have established templates that can be modified or we can use existing City templates.

Transmittal of Plans and Correction Lists

If authorized by the City of Santa Rosa, Bureau Veritas will perform plan reviews out of our technical centers. In this case, Bureau Veritas assumes responsibility for the transportation of plans. All plans shall be sent from the disaster recovery-centered office within 24 hours of notification. We will utilize shipping courier, at no additional cost to the City.

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

BUILDING INSPECTORS

Our team is projecting inspections to become busier during the second year of the recovery efforts. As such, our staffing level will start out with a smaller team of inspectors in the first year, then increase during the second year. Since workload can be unpredictable, we are ready to adjust staffing levels to meet the workloads throughout the life of the project. We will meet with the City leadership in a regular basis to determine support levels desired and needed at various stages of the project.

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Bureau Veritas has a team of inspectors available to assist immediately. Inspectors will be equipped with tablets or laptop computers, cell phones, and the necessary equipment to perform building inspections on residential and commercial structures. Inspectors will report to the disaster recovery-centered office on a daily basis to obtain their daily inspection route. Inspectors will perform all required inspections and re-inspections.

ENGINEERING TECHNICIANS

Our team is proposing a part time engineering technician, Jee Choy, to assist for approximately 24 hours per week. Jee, a licensed civil engineer, will assist stakeholders with permit intake, engineering requirements, and answering questions. Jee has experience as a City Engineer, plan review engineer, and civil inspector. His well-rounded background will enable him to expeditiously intake permit documents, conduct reviews as necessary, answer questions from property owners, designers, and contractors, and provide a higher level of service than an entry level technician.

PERMIT TECHNICIANS

Bureau Veritas staff will work with the City and other consultant staff to seamlessly staff the public counter, intake plans and documents, log in Accela, route to the appropriate plan reviewer, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Team members are prepared to quickly learn and become proficient in City policies, procedures, administrative and technical regulations. Our staff is familiar with Accela and will be able to quickly adapt to the City's processes and procedures. Our staff will be able to answer questions pertaining to inspections, plan approvals, business license approvals and certificates of occupancy.

Permit technician services may include:

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

CUSTOMER SERVICE

Bureau Veritas proposes Jessica Hannemann as a customer service representative for the disaster recovery-centered office. Jessica has experience working with customers to resolve questions and solve any issues that may arise. Our customer service representative will meet in person with customers, respond to telephone inquiries or emails, regarding questions or issues that have arisen during the course of their permit submittal. Our representative will work closely with the project lead, plan review team, and inspectors, to identify the situation, potential solutions, and connect the customer with the appropriate resources to solve their unique and high priority issues. Additionally, the customer service representative will gauge satisfaction by administering customer surveys. Our goal is to provide a high level of service to all permit applicants. Due to the sensitive nature of the disaster recovery-centered office, we understand that all projects are important, regardless of size or construction cost.

MARKETING AND OUTREACH

We propose an as-needed team to provide marketing and outreach services when needed for the City of Santa Rosa. Jessica Hannemann will assist on site in addition to performing customer service related duties. Our team will assist with providing information about City services, recovery processes and procedures, holding community events and informational workshops, citizen engagement, update website information and content, create press releases, work with media and news outlets to release important information, social media marketing, email marketing, and creating and distributing brochures and handouts.

Our supporting team includes five (5) exceptional individuals who have many years of experience creating content, distributing content, and working with clients to bring awareness and knowledge transfer to stakeholders. Our team is located in Sacramento, California and will be able to work remotely with Jessica or visit the City on an as-needed basis to perform workshops, community meetings and outreach, and other duties as needed. Our goal is to provide services when needed so the City has support while ensuring the City is not paying for services they are not using.

ADMINISTRATIVE SUPPORT

Due to the volume of projects that will be rebuilt, we propose one administrative support position to assist inspectors, plans examiners, and permit technicians. This position will assist with data entry, filing, and relaying information to the appropriate stakeholders.

PROGRAM IMPLEMENTATION

Bureau Veritas proposes to place our team in the City of Santa Rosa immediately. **We are able to initiate work after receiving the Notice to Proceed from the City.** Should the City elect to utilize BVNA staff for all positions we will approach the transition similar to the chart shown below.

Approximately half of our on-site team is available immediately, as well as our off-site team. The remainder of our on-site team will transition to the City within 2-3 weeks of commencement of services.

<i>Timeline</i>	<i>Description</i>
November 22, 2017	Bureau Veritas' project management team will meet with the City Building Official and leadership to gain insight on the immediate needs of the City and the disaster recovery-centered office.
November 27, 2017	Project team reports to the disaster recovery-centered office to begin services. In conjunction with the building official, our team will also create and implement a process and procedure manual for the program to ensure plans are taken in, routed, reviewed, and returned to the applicants expeditiously.
November 29, 2017	The technical team will begin performing daily duties, tasks, processes, and procedures.

*This assumes commencement of services on November 22, 2017 as noted in the RFP document.



STRATEGIES TO BALANCE AND MEET THE INTERESTS OF ALL PARTIES

Bureau Veritas is an independent third party firm that does not perform any design services. As a result, we will bring our unbiased, ethical, and professional services and code compliance to the City of Santa Rosa. In order to address concerns, projects, questions, and any other issues with all stakeholders, we will make our team available to all individuals via telephone, email, in person meetings, and teleconferences. Our team will maintain open lines of communication and will have an understanding of the situation property owners are in after the emotional turmoil. Emphasis will be on providing exceptional customer service and care, while maintaining professional yet compassionate composure during the permitting process.

We also expect our team will attend meetings outside of normal business hours to discuss permit processes, code compliance, and other topics for property owners, contractors, designers, etc. We will work with the City to identify outreach events, political meetings, Council or Board meetings, or any other events that Bureau Veritas can support.

Exhibit A

**City of Santa Rosa
RFP #17-85**

Post-Fire Recovery and Rebuilding Assistance

6. PROPOSED SCHEDULE

PROGRAM IMPLEMENTATION SCHEDULE

<i>Timeline</i>	<i>Description</i>
November 22, 2017	Bureau Veritas' project management team will meet with the City Building Official and leadership to gain insight on the immediate needs of the City and the disaster recovery-centered office.
November 27, 2017	Project team reports to the disaster recovery-centered office to begin services. In conjunction with the building official, our team will also create and implement a process and procedure manual for the program to ensure plans are taken in, routed, reviewed, and returned to the applicants expeditiously.
November 29, 2017	The technical team will begin performing daily duties, tasks, processes, and procedures.

*This assumes commencement of services on November 22, 2017 as noted in the RFP document.

Bureau Veritas anticipates immediate implementation of the project and proposed personnel. Our timeline is flexible and we will work with the City to effectively staff the disaster recovery-centered office as quickly and efficiently as possible.

PLAN REVIEW TURNAROUND TIMES

Description	Initial Review	Re-Check
Single Family Residential - New Construction	5 working days	Over the counter
Single Family Residential - Remodel, Addition, Renovation	Over the counter	Over the counter
Commercial - New Construction	7 working days	Over the counter *large or complex projects will be negotiated
Commercial - Renovation, Tenant Improvement, Remodel	5 working days	Over the counter

*Whenever possible, our team will perform over the counter reviews on projects.

Expedite review is available and can be negotiated with the City upon request.

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Exhibit A

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

PERMIT SUBMITTAL INTAKE

Description	Intake	Routing	Issuance
Complete Permit Submittals	Same day	Next day	Once plans are in substantial compliance with applicable codes

Bureau Veritas will have on-site permit technicians to intake plans and verify permit submittals are complete prior to intake, logging in Accela, and routing to plan review team.

Should permit submittals be incomplete, our team will notify the permit applicant as soon as possible to request the missing documents. In some cases, submittals can begin review while the missing submittal documents are en route to the disaster recovery-centered office.

INSPECTION RESPONSE

Description	Initial Inspection	Re-Inspection
Urgent or Emergency	Same day	Same day
All Other Inspections	Next business day	Next business day

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10. CITY PROFESSIONAL SERVICES AGREEMENT

Bureau Veritas agrees to the terms and conditions as specified in the sample agreement however, we request that blanket endorsements be acceptable in relation to Attachment One, Section B. 1. and 2.

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5. COST PROPOSAL

We have provided a specific cost proposal for the City of Santa Rosa. Our fees include the estimated cost per year for each individual position, the estimated annual cost for the staffing levels we propose initially, and anticipated incidentals such as overtime or meetings outside of normal business hours. Bureau Veritas is committed to providing the right staffing levels to the City and as a result, we are capable of adjusting staffing levels to fit with the workload. We understand the City may elect to contract with multiple consultants and that fees will be negotiated. Our team is available to discuss the fees, or any other item, with the City at a mutually convenient time.

Position Title	Hourly Rate	Year 1		Year 2	
		# of Positions	Total Cost	# of Positions	Total Cost
Project Manager	\$135	1	\$280,800	1	\$280,800
Plan Check Lead					
Plan Review Engineer	\$145	2	\$603,200	1	\$301,600
Plans Examiner	\$119	5	\$1,237,600	3	\$742,560
Senior Inspector	\$118	1	\$245,440	3	\$736,320
Inspector	\$110	1.5	\$343,200	3	\$686,400
Permit Technician	\$95	2.5	\$494,000	2	\$395,200
Marketing and Outreach Customer Services	\$95	1	\$197,600	1	\$197,600
Engineering Technician	\$105	.6	\$131,040	.6	\$131,040
Administrative Support	\$90	1	\$187,200	1	\$187,200
Fire Plans Examiner	\$125	1	\$260,000	.5	\$130,000
Planner	\$145	1	\$301,600	1	\$301,600
Technical & Client Liason	\$155	.5	\$161,200	.5	\$161,200
HSE Services	\$165	.5	\$171,600	N/A	N/A
Estimated Cost for Meetings / Overtime	TBD	TBD	\$20,160	TBD	TBD
TOTAL ESTIMATED COST			\$4,634,640		\$4,251,520

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Mileage will be reimbursed at the IRS rate for company or employee owned vehicles used in connection with the work.

Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, we will discuss and negotiate fees to account for the increased personnel costs.

RECOVERABLE VS. NON-RECOVERABLE COSTS

Work associated with the disaster recovery-centered office may be recoverable per State and Federal funding.

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section A shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section B shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any

other party pertaining to any matter resulting from this Agreement.

3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT B

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

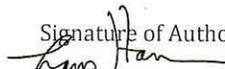
This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:
Bureau Veritas North America, Inc.

Name and Title of Authorized Representative:
Isam Hasenin, Chief Operating Officer

Signature of Authorized Representative:


Date:
November 10, 2017

ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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Exhibit C

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

ATTACHMENT C – CERTIFICATION REGARDING LOBBYING

Page 1 of 2

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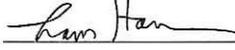


Exhibit C

City of Santa Rosa
RFP #17-85

Post-Fire Recovery and Rebuilding Assistance

Signature of Contractor's Authorized Official:



Name and Title of contractor's Authorized Official:

Isam Hasenin, Chief Operating Officer

Date:

November 10, 2017

ATTACHMENT C - CERTIFICATION REGARDING LOBBYING

Page 2 of 2

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amounts.

3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.