

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and Bureau Veritas Technical Assessments LLC ("Consultant") (together sometimes referred to as the "Parties") as of August 12, 2026 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as **Exhibit A** ("Services"), attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 30, 2027 ("Term"). Consultant shall complete the Services described in **Exhibit A** prior to the end of the Term, unless that date is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. In the event that the Term covers more than one (1) fiscal year, funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of future annual appropriations.
- 1.2 **Standard of Performance.** Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel consistent with Section 1.2 to perform the Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons in order to ensure Consultant performs services in accordance with Section 1.2, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Two Hundred Eighty One Thousand, One Hundred Twenty Seven Dollars and Fifty-Eight Cents (\$281,127.58),

notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, as reflected in the Scope of Work attached as Exhibit A, or Consultant's compensation schedule attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless otherwise waived by the Contract Administrator in writing:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the Services;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for reimbursable costs as authorized under Exhibit B and actually incurred. City shall have thirty (30) days from the receipt of an invoice that

complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B, and shall not exceed the amount set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement under Section 2 that shall not be exceeded.

2.7 Payment of Taxes, Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit D. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed in

accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If this Section 2.10 applies and the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. If this Section 2.10 applies, each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

Section 3. PROVISION OF SERVICES.

3.1 Facilities and Equipment. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks and conference space, as may be reasonably necessary for Consultant's occasional use while consulting with City employees and reviewing records and other necessary information in possession of the City to provide services. The location, type, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

If necessary, the City may at its sole discretion provide Consultant access to City computer hardware or network files, or both, but only at the access level to strictly necessary to provide services under this Agreement as approved by the City. In the event that Consultant is provided such access, Consultant shall comply with the Electronic Use Addendum attached hereto and incorporated herein as **Exhibit G**.

- 3.2 Onsite Services and Location of Work.** Consultant shall perform the Services as to cause a minimum of interference with City's operations and the operations of other contractors, if any, at the location of work and to protect all persons and property thereon from damage or injury. Upon completion of the Services at the location of work, Consultant shall leave such site clean and free of all tools, equipment, waste materials and rubbish. Each location of work may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Consultant shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a location of work, with or without permission, is at Consultant's sole risk. City may assume that anything left on at the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Consultant acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Consultant therefore. In addition, Consultant further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Consultant for each location of work in performing the Services.

3.3

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may

arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit E**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements and under satisfactory forms of insurance set forth in this section, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein, unless otherwise waived or modified by the City's Risk Manager.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance in statutory limits and Employer's Liability Insurance for any and all persons employed by Consultant. The Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident/employee. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Risk Manager and Consultant shall furnish information necessary for the Risk Manager to make such determination upon request.

The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, contractors, agents, representatives, and volunteers for loss arising from work performed under this Agreement. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer

The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees. Consultant shall furnish information necessary for the Risk Manager to make such determination upon request and shall complete and submit to the City a Worker's Compensation Waiver Affidavit form attached hereto and incorporated herein as **Exhibit H**.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense and for the entire term and duration of this Agreement, shall maintain (1) Commercial General Liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and FIVE MILLION DOLLARS (\$5,000,000.00) in the aggregate; and (2) Automobile Liability Insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit/per accident. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit, and such general aggregate limit shall not be less than the foregoing coverage amounts. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities performed under this Agreement, including the use of owned (or hired if Consultant does not own vehicles for professional uses) and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering Commercial General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 00_01 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage required hereunder or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability insurances shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects: liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as (1) CG 20 07, for design professionals; or (2) CG 20_10_11_85, or both CG 20_10_10_01 and CG 20_37_10_01, for all other types of services.
- b. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary and non-contributory (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.
- c. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, officials, employees, agents, and volunteers.

4.4 Cybersecurity/Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement cybersecurity insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services, as follows:

- a. Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- b. Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- c. Loss or denial of service; and
- d. The policy shall not contain a cyber terrorism exclusion.

The cybersecurity/liability insurance coverage required herein must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Security Breach Notification and Reporting. Consultant shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the City upon request. In the event of any actual security breach or reasonable belief of an actual security breach the Consultant either suffers or learns of that either compromises or could compromise the City's data (a "Security Breach"), Consultant shall notify the City within 48 hours of its discovery.

Consultant shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the

system that was breached, revoke access and/or correct weaknesses in physical security. Following the initial notice, Consultant shall provide a root cause analysis report to the City identifying:

- i. The nature of the Security Breach;
- ii. The City data used or disclosed;
- iii. Who made the unauthorized use or received the unauthorized disclosure;
- iv. What the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- v. What corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure. Consultant shall provide such other information, including a written report, as reasonably requested by the City. Consultant shall analyze and document the incident and provide all notices required by applicable law.

4.5 All Policies Requirements.

4.5.1 Submittal Requirements. To comply with this Section 4, Consultant shall submit the following to City:

- a. Certificate of Liability Insurance in the amounts specified in the section, attached hereto and incorporated herein as **Exhibit E**;
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.5.2 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.3 Timing and Content of Submittals. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all documents listed in Subsection 4.5.1. All copies of endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.4 Notice of Reduction in or Cancellation/Non-Renewal of Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has

been provided to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

- 4.5.5 Additional insured; primary insurance.** City and its officers, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of ongoing operations and activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned (or hired if no owned autos), leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall be at least as broad as ISO CG 2010 Scheduled form, or Automatic form CG 2038 for "ongoing operations", and at least as broad as ISO CG 2037 Scheduled form, or Automatic form CG 2040, for "completed operations" be pursuant to standard endorsement forms CG 20 10 and CG 20 37 and contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, agents, or volunteers.

All certified endorsement forms, as required herein must be attached to the certificate of insurance to evidence that all Additional Insured coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.5.6 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of the Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Risk Manager may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond,

guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.5.7 Subcontractors/Subconsultants. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on all coverages.

4.5.8 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit except professional liability insurance. The policies afforded Additional Insureds shall provide defense of covered claims without eroding the policy limits.

4.5.9 Excess Insurance. If Consultant maintains higher insurance limits than the minimum amounts required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.5.10 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

4.6 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

4.7 Notice of Claim. Consultant shall immediately notify City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel approved by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers (collectively, "City Indemnitees") from and against any and all causes of action, losses, liability, claims, suits, actions, damages, expenses and costs ((including without limitation, attorney's fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, officials, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. With respect to third party claims against Consultant, Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. This requirement for acceptance or rejection of a tender of defense shall apply regardless of the application of any theories of comparative fault.

- 5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8. The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault. Consultant shall furnish to the City, upon request in writing, any necessary information for determining whether Consultant qualifies as a "design professional" for the purposes for Civ. Code § 2782.8.
- 5.4 **Construction Contracts.** Notwithstanding Sections 5.1 and 5.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of San Mateo, California.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex or sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the Term of this Agreement beyond the end date provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power or remedy permitted by law. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit,

and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify the City survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant’s duties and services under this Agreement shall not include preparing or assisting the City with any preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall, at all times, retain responsibility for public contracting, including with respect to any work that is the subsequent phase of or derived from the Scope of Work hereunder.

Consultant's participation in the planning, discussions, or drawing of project plans or specifications as a part of the Scope of Services, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any work that is the subsequent phase of or derived from the Scope of Work hereunder have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant under this Agreement, as applicable.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Rich Lee, Assistant City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by email transmission or fax, if received during normal business hours before 5:00 p.m. on a business day (or if not, the next business day after delivery) provided that such email transmission or facsimile is legible and that at the time such email or fax is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

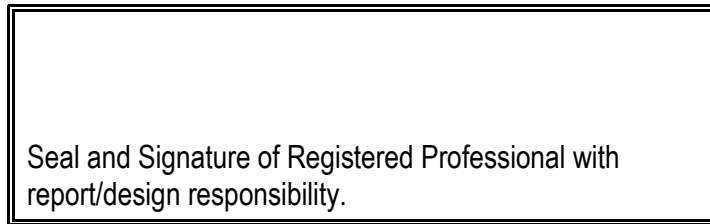
Bureau Veritas Technical Assessments LLC
Attn: Erik Piller, Executive Vice President
6021 University Boulevard, Suite 200
Ellicott City, MD 21043
Email: erik.piller@bureauveritas.com

City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Email: all-CC@ssfca.gov

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional

responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 Business License.** All consultants shall be required to maintain a current business license with the City of South San Francisco and attached as **Exhibit F.**
- 10.16 Force Majeure.** Consultant is not liable for any delay in performance or non-performance caused by acts of God, war, civil disturbance, government action, labor dispute, pandemic, government imposed travel restrictions or quarantine, trade embargoes, border closures, or another event that is beyond Consultant 's reasonable control or reasonable ability to foresee, and that cannot be mitigated with due diligence. The time of performance shall be extended for the duration of the above force majeure event necessary to proceed with or complete services. This provision does not otherwise relieve Consultant of applicable obligations not impacted by said force majeure event.

The Parties have executed this Agreement as of the Effective Date.

[Signatures on the Following Page]

CITY OF SOUTH SAN FRANCISCO

Consultants

City Manager or designee

NAME:
TITLE:

Attest:

City Clerk

Approved as to Form:

City Attorney



**BUREAU
VERITAS**

THE CITY OF SOUTH SAN FRANCISCO

RFP FOR AMERICANS WITH DISABILITIES ACT (ADA)
SELF-EVALUATION AND TRANSITION PLAN

February 12, 2026

February 12, 2026

The City of South San Francisco
Attn: Rich Lee
400 Grand Avenue
South San Francisco, CA 94083



RE: RFP for Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

Dear Mr. Lee:

Bureau Veritas Technical Assessments LLC (Bureau Veritas or BV) is pleased to provide the City of South San Francisco ("the City") with the enclosed proposal in response to the RFP for ADA Self-Evaluation and Transition Plan services. Bureau Veritas understands the requirements of the RFP and is well qualified to perform the services.

Proven Experience | Bureau Veritas has extensive experience providing ADA Assessments for City, County, and State Government entities. We are licensed in the State of California and are familiar with all ADA and State codes and regulations. In addition to ADA Self-Evaluation and Transition Plan Expertise, Bureau Veritas offers a full suite of services including ADA plan check, inspections, design and turn-key project management for implementation. Bureau Veritas' code compliance group has performed ADA, plan check and inspections for hundreds of municipalities acting as augmented staff or third party consultants.

Highly Qualified Team | Bureau Veritas has 22 CASp professionals - including 12 plan check and inspectors, 7 assessors, and 3 design professionals.

ADA Experience | Bureau Veritas has performed thousands of projects in California and has an extensive resume of local and regional clientele including:

- City of Mountain View, CA
- City of Tracy, CA
- Merced Irrigation District, CA
- City of Alameda, CA
- South Lake Tahoe, CA
- Sacramento County Correctional Facilities, CA
- City of Napa, CA
- City of West Covina, CA
- City of Hermosa Beach, CA
- Nevada Irrigation District, CA
- City of Orange, CA
- Gavilan College, CA
- City of Chino, CA
- City of Rancho Cucamonga, CA
- San Bernardino County, CA
- City of Pomona, CA
- City of Eastvale, CA
- City of Menifee, CA
- Hayward Recreation and Parks, CA

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. Bureau Veritas is committed to working with the City to provide the highest possible quality of service. We appreciate the opportunity to present our qualifications for this project and look forward to working with the City. I am available at (800) 733-0660, ext. 7292704 or Erik.Piller@bureauveritas.com to further discuss our qualifications.

Sincerely,

Erik Piller
Executive Vice President

TABLE OF CONTENTS



1. Company Overview 1

2. Knowledge and Understanding 2

3. Management Approach and Staffing Plan 12

4. Qualifications of the Proposer Firm 20

5. Proposed Fee 22

1. COMPANY OVERVIEW

Profile

Bureau Veritas is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

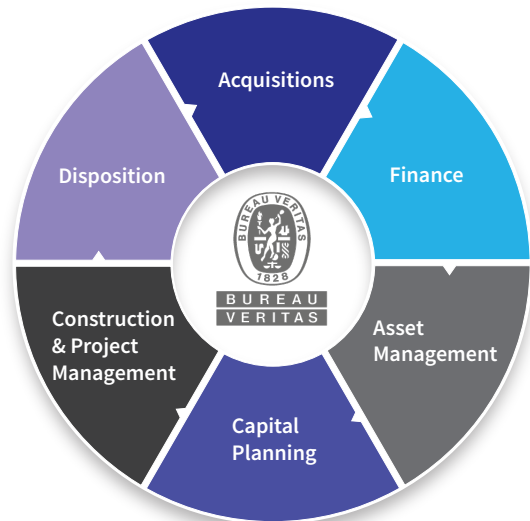
Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas' recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas' subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.

ASSET MANAGEMENT SERVICES

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

What We Do

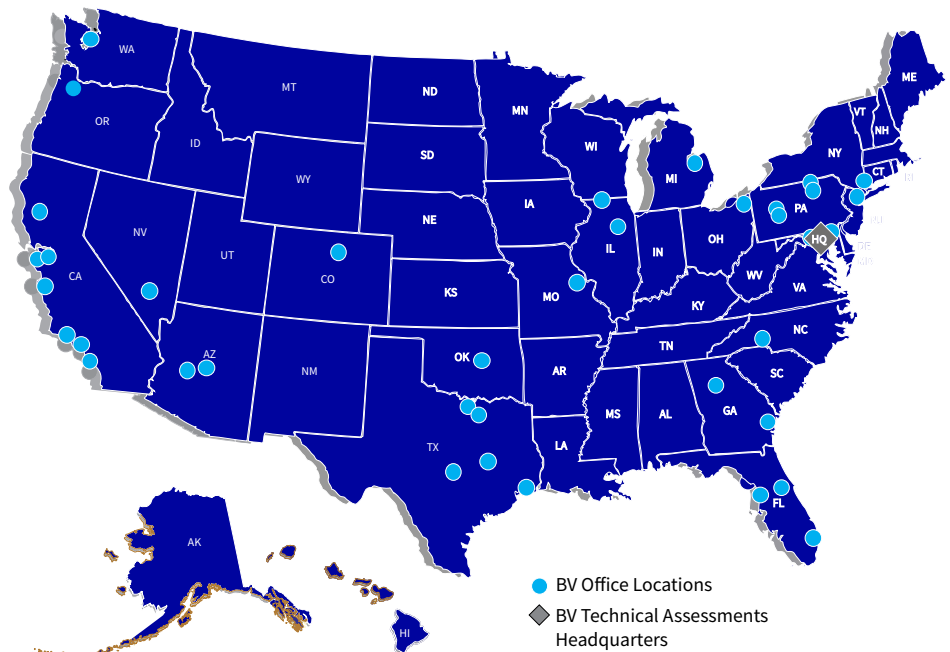


Company Information

Company:	Bureau Veritas Technical Assessments LLC
Year Founded:	1986
Headquarters:	6021 University Boulevard, Suite 200 Ellicott City, MD 21043
Project Office:	Sacramento, CA
Contact:	Erik Piller Executive Vice President
Telephone:	(800) 733-0660, ext. 729704
Email:	Erik.Piller@bureauveritas.com
Website:	bvna.com



**BUREAU
VERITAS**



2. KNOWLEDGE AND UNDERSTANDING

General Statement of Understanding

Bureau Veritas Technical Assessments LLC (BV) understands that it will provide consulting services to ensure the City of South San Francisco (“City”) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), State Building Code, and local accessibility regulations with regards to its programs, services, public buildings, facilities and parks, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

EXPERIENCE WITH STANDARDS AND GUIDELINES

BV has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and State Building Codes, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results. BV is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

Proposed Project Approach

The scope of the work, as defined by the City, includes:

- ADA Self Evaluation
 - Physical Assessment of Facilities and Sites
 - Accessibility Transition Plan
- Program Access and Policy Review
- Public Outreach Meetings (2)
- Public Rights-of-Way (PROW) Evaluation: public sidewalks and curb ramps

The City has requested services for:

- Forty-Eight (48) public building facilities
- 104 Parks, Medians, and Parking Lots

- Public Rights of Way (PROW)
 - 577,840 linear feet of sidewalks
 - 113 traffic signals

BV will complete the following:

- Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Assessment of the content and location of the City’s programs, services, policies, training and communication practices.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.
- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the City.
- Deliver draft and final reports per protocol established by the City.
- Maintain the electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.

APPROACH

BV will conduct a kick-off meeting with the City to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. BV will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, BV will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility’s purpose

- As-built drawings (with dates of construction)
- Current reasonable accommodation policy
- Intersection / street / curb plans / previous sidewalk survey

The initial discussions with City staff will include the following elements:

- Roles and lines of communication between and within both the City and BV.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate City staff and BV.
- Field assessment logistics: Normally, BV does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of City's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible. (PROW Survey)
- Strategies for connectivity between isolated urbanized areas. (PROW Survey)

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, BV will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

Program Access and Policy Review

BV is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. BV's goal is to assist the City in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, BV will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

An assessment of the City's programs will be performed. The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the City's programs as defined by the DOJ will be evaluated through discussions with City staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs,

and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

BV will meet with the designated representatives of the City to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. BV will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to BV as part of the City's request for a proposal. As such, BV has limited the review of said programs and communications to eighty (80) man hours. BV will work with the City to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, BV will work with the City to determine if providing full access to the program would be an "undue financial and administrative burden." Determinations regarding a finding of an "undue financial and administrative burden" require specific documentation as set forth in the Title II regulations.

Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV will work with the City to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the City's ADA Compliance Team's advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with

disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

BV has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. BV will arrange for and conduct a public outreach meeting for the community at large. BV will reach out to local disability rights and service organizations for their valuable community input.

BV's goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. BV will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide facility and program access.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City's website. **An example of survey results from public sessions is included below.**

Website Accessibility Review

The ADA applies to Title III public accommodations' websites, regardless of whether there is a specific regulation or technical standard in the ADA standards.

In a 2018 letter to Congress regarding business owned websites, the Department of Justice (DOJ) noted, as it has in the past with other elements, spaces, or technologies for which there are no technical accessibility specifications, that the absence of a technical standard does not "serve as a basis for noncompliance" with the ADA's general obligation to ensure equal access to goods and services. Rather, it means that public accommodations have "flexibility" in how to facilitate that access.

Existing website standards and guidelines can help web developers create and maintain accessible websites. DOJ has often referred to the Web Content Accessibility Guidelines (WCAG 2.0), developed by the Web Accessibility Initiative (WAI), as a way of measuring the accessibility of websites.

BV will analyze and evaluate the City's website for accessible content, including use of the WAVE web accessibility evaluation tool or similar technology. Applying the current WCAG version (currently 2.1), BV will determine barriers to accessibility within the City's website and present appropriate barrier removal.

This review is limited to up to 7 templated pages and forms that are representative to your website and those general edits will need to be remedied throughout the entire site.

PUBLIC SURVEY RESULTS FOR CITY PARKS						
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5	% OF RESPONDENTS WHO RATED FEATURE NO. 6
Parking Accommodations	55%	0%	22%	11%	11%	0%
Public Restrooms	22%	44%	0%	22%	11%	0%
Accessible Pavilions / Seating	11%	33%	22%	33%	0%	0%
Park Trails / Accessible Routes	11%	11%	11%	11%	33%	22%
Access to Sporting Fields - Basketball, Soccer, Softball	0%	11%	11%	11%	22%	33%
Playgrounds	0%	0%	33%	11%	22%	44%

BV will identify which City communications, mobile applications, webpages, and third-party city applications, including, but not limited to, signup forms, registration forms, and website formatting, are subject to the requirements of the ADA and develop Barrier Assessment Surveys, listing each item.

Facility and Parks Assessments

An experience accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and review available documents in order to familiarize themselves with each site's specific accessibility issues. BV will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, BV will meet with a City representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at the City's offices reviewing the entire inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives and BV's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by the City that could aid BV's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any

existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The BV team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. BV will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables

- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, BV will discuss these solutions in advance with City staff. BV will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The four classes below are DOJ recommended but can be altered to meet your specifications and needs:

Priority 1: Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

Priority 2: Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

Priority 3: Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars, replacement of sinks and drinking fountains.

Priority 4: Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

BV will systematically survey the sidewalk surface environment for compliance with state, local, and federal accessibility standards. BV will document changes in level, roughness, running slope, cross slope, width, and other pathway events that may pose a barrier in the pedestrian network. Objective sensor-based data along with technician observed barriers will be recorded. BV will assess curb ramps for ADA compliance, measuring necessary attributes, including but not limited to running slope, cross slope, landings, flares, and detectable warnings. Image documentation of all curb ramps will be provided. The barriers of each curb ramp or the lack of a curb ramp will be documented. BV will capture deficiency data for transit stops, signalized intersections, and unsignalized intersections, including access to pedestrian pushbuttons and the condition and presence of markings.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:

- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

Public Rights of Way Assessment Technology

The BV team will utilize proprietary technology to efficiently and accurately assess the conditions that exist in the sidewalk environment within the City's jurisdiction. An assessment coordinator utilizes a manually-propelled sensor-based device (or in some cases an autonomous robotic device) to systematically evaluate the sidewalk surface. The device automates the process of identifying important pathway measurements for ADA compliance and infrastructure management, including:

- a) level changes (tripping hazards);
- b) running slope;
- c) cross slope;
- d) WPRI roughness;
- e) width (including pinch points);
- f) images every ten feet;
- g) low clearances;
- h) presence of obstructions;
- i) presence of vegetation;
- j) presence of other manually flagged attributes; and other qualitative attributes.

Public Rights-of-Way Evaluation

Prior to initiating the public right-of-way (PROW) portions of the contract, BV (BV) will confirm the list of sidewalks, streets, and curb ramps that will be analyzed. If sidewalk locations are not known, BV will take a strategic approach using the GIS street network to ensure a complete dataset is collected.

If required, one of our technology devices is uniquely qualified to measure wheelchair pathway roughness index (WPRI) according to ASTM E3028 (standard development funded by the Access Board).

The technology utilizes lasers, inertial measurement sensors, and HD cameras to facilitate data collection of all necessary measurements. It supports sidewalk, crosswalk, and public right-of-way data collection up to five times faster than standard methods (tape measures and levels), while providing the best data. Unlike other tools and software, our technology delivers continuous data rather than individual points of only tripping hazards and obstructions on a map. This means that the City receives the most complete dataset without missing any part of the pedestrian network.

BV gathers all of the typical curb ramp, pedestrian signal, and bus stop measurements for ADA compliance, including but not limited to:

- a) running and cross slopes;
- b) lengths and widths;
- c) detectable warning surfaces;
- d) landing measurements;
- e) presence of obstructions;
- f) photos; and other configurable measurements and qualitative attributes.

Federal, state, or local curb ramp types are utilized as a guide to facilitate data collection of all necessary measurements. Our technology supports data collection up to six times faster than standard methods, providing the best data. Unlike Lidar collection methods, which can have difficulty measuring slopes the technology provides accurate slope and distance measurements comparable to the standard tape measure and digital level. Its unique rating index, which is customizable, makes it easy to prioritize improvements, delivering data-driven results, and saving time and money.

PROW Deliverable

All data is delivered in a GIS-compatible format (.gdb or .shp), making it easy to integrate into the City's GIS software enabling easy data-driven decision-making. Data may be exported in a Microsoft Excel format with GPS coordinates for easy spreadsheet analysis. Sidewalk data is delivered as connected ten foot segments to match with the collected images and on a block-face system. An accessibility score and pavement score is given to each 10-foot segment and each block-face, which allows for prioritization at both the micro (segment) and macro (block) levels. Curb ramp, transit stop, and pedestrian signal information is delivered as individual GIS point layers containing all associated

data and condition scores. The scoring methodology is configurable based on the weighted value assigned to each attribute.

ADA Training

Bureau Veritas has extensive experience providing comprehensive training on ADA laws, regulations, and compliance best practices. Our team of ADA experts has worked with numerous municipalities across the country to educate staff on the requirements of the Americans with Disabilities Act (ADA) and how to effectively implement and maintain ADA self-evaluation and transition plans.

We will work closely with the City to tailor the training curriculum to address the specific needs and responsibilities of designated staff. This will include in-depth instruction on applicable ADA laws and regulations, as well as hands-on guidance for using and maintaining the City's self-evaluation, transition plan, and associated project database and mapping tools. Our training will ensure that City staff are fully equipped to comply with all ADA requirements within the built environment and sustain ongoing accessibility efforts. We have a proven track record of delivering high-quality, interactive training that empowers public sector Citys to proactively address ADA compliance.

Transition Plan

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical and programmatic barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, BV notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City’s ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

BV will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City’s website. Following the public meeting, BV will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, BV will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. BV will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, BV will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

Facilities Diagrams

We will produce as-needed diagrams for the ADA Transition plan of the various building interiors and exteriors that will note the location of architectural barriers. In most cases this will consist of an overlay over existing floorplans, blueprints, and CAD drawings. Our drawings will not be original as-built quality, but basic diagrams to delineate the location of barriers.

ADA Cost Estimates

The ADA AssetCALC™ cost estimating database is based on industry cost benchmarks and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, BV has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows BV to calculate costs based on local conditions to maintain a cost database that is up-to-date.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables, similar to the ones detailed in the table below, will be provided for each facility/site.

Deliverables

- The deliverables are:
- Facility and Park ADA Assessments - individual facility and Park reports
 - Public Rights-of-way Assessments - individual rights-of-way reports
 - Program Access and Policy Review - Optional
 - Public Outreach Meetings (2) and Public Survey
 - Transition Plan

ADA AssetCALC Summary Cost Table

Barrier ID	Type	Barrier Priority	Detail	GPS Lat/ Long	Location Desc	Ref. #	Quantity	Cost	Unit	Total
59893	Building Entrance- Doors	1	The maneuvering clearance at the entry door is not compliant	34.603538 -118.153558	Main building entrance		1	1750	EA	1,750
59867	Bathrooms/ Bathing Rooms/ Shower Rooms- Sinage	3	The women's restroom does not have compliant signage at the door		Women's public restroom		1	110	EA	\$ 110

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

BV will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Line data and point data can be spatially displayed via the GPS information recorded for the stations and features they contain. Segment Summary data is a table of information about each segment that is derived from the collected data. Feature data is separated into three different tables.

The first is the spatial feature summary that contains the spatial location and type information for each feature collected. The second feature is a table created for each individual feature type collected contain the specific attribute data for that feature type. The third table is the compliance table that derives the compliance of each feature based on a series of queries comparing the collected data and the minimum requirements of the Draft Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Both the feature data and compliance data can be joined or related to the spatial feature summary table via a unique ID that the PROW software generates.

BV will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the City with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. BV will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. BV will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all the City's comments have been addressed.

Data Management Solution - ADA AssetCALC™ Software

BV is providing access, at no additional charge, to ADA AssetCALC™ for a period of three (3) years. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The City is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for one (1) year with unlimited users.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites BV's experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage.

ADA AssetCALC™ will provide the City with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the City. BV recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, BV will work with the City to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all of the City's physical assets and will be grouped in a hierarchy based on site location, asset group, and function.

BV will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the City with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:

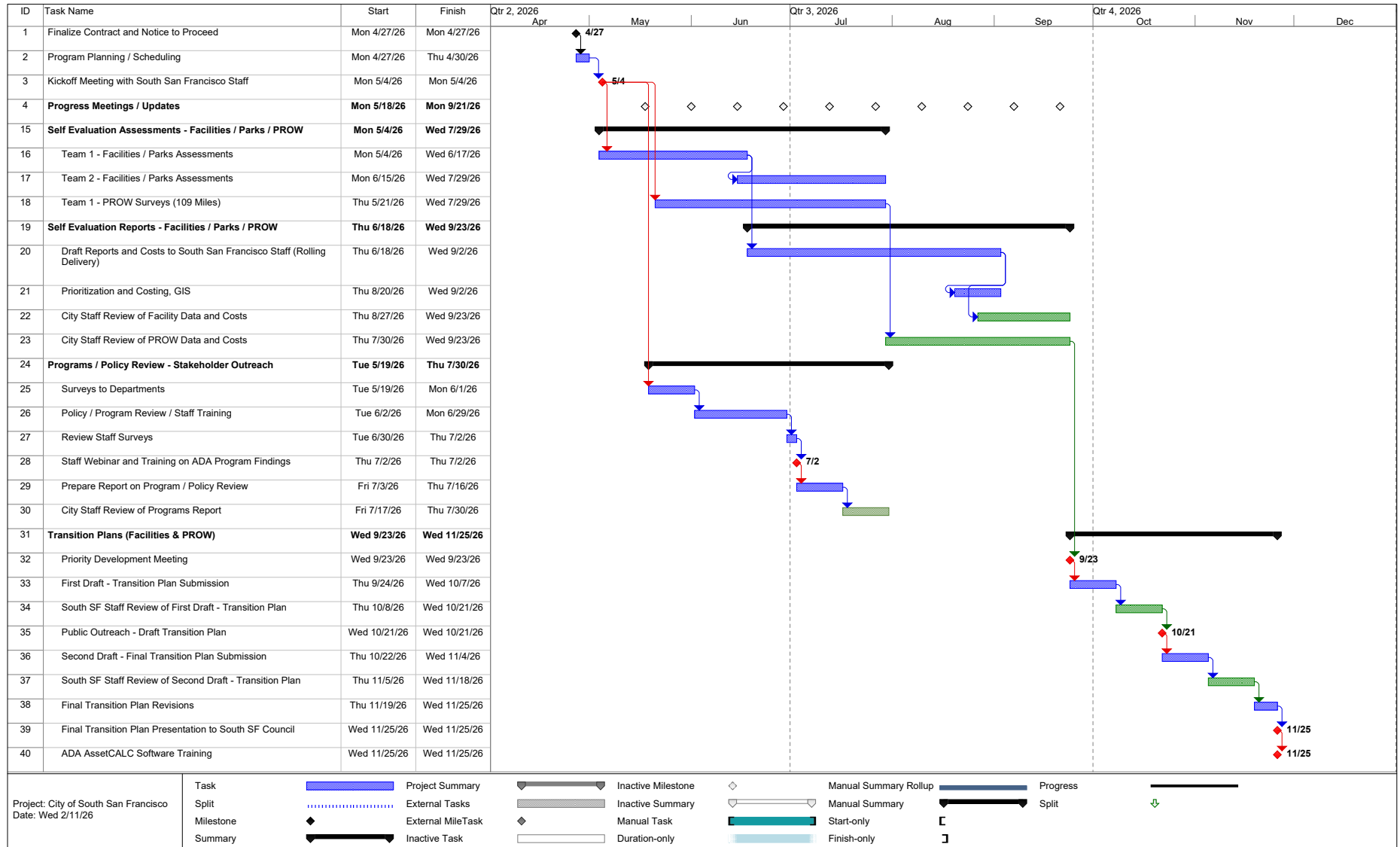
- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™ reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. BV, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Additional screenshots and a live demonstration are available upon request.

Proposed Schedule

BV has the ability and resources to complete the ADA Self Evaluation and Transition Plan assessments in a timely manner. The following details our proposed timeline to complete the project. This schedule is open to negotiations between the City and BV.



3. MANAGEMENT APPROACH AND STAFFING PLAN

BV's team includes Certified Accessibility Professionals with an average of over 20 years of relevant experience. These subject matter experts coordinate logistics, conduct comprehensive assessments, analyze collected data, and develop assessment reports. BV also has an internal information technology group that supports the development of field data collection programs and client database applications.

Erik Piller | Project Executive

Mr. Piller will oversee all contractual aspects of the project and be available to meet with the City for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with Bureau Veritas' Program Manager and Assessment Team to assure that the City's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

Michael Cunniff | Program Manager

Mr. Cunniff will be the primary point of contact for the City throughout the duration of the project. He will work with the Assessment Team and the City to assure project success. Mr. Cunniff will be responsible for the assessment team's overall performance, delivery of the project, and will work with the City staff to develop the implementation plan based on the results.

Bryon Scott, ADAC, APAC-BE | Quality Assurance Manager

Mr. Scott will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

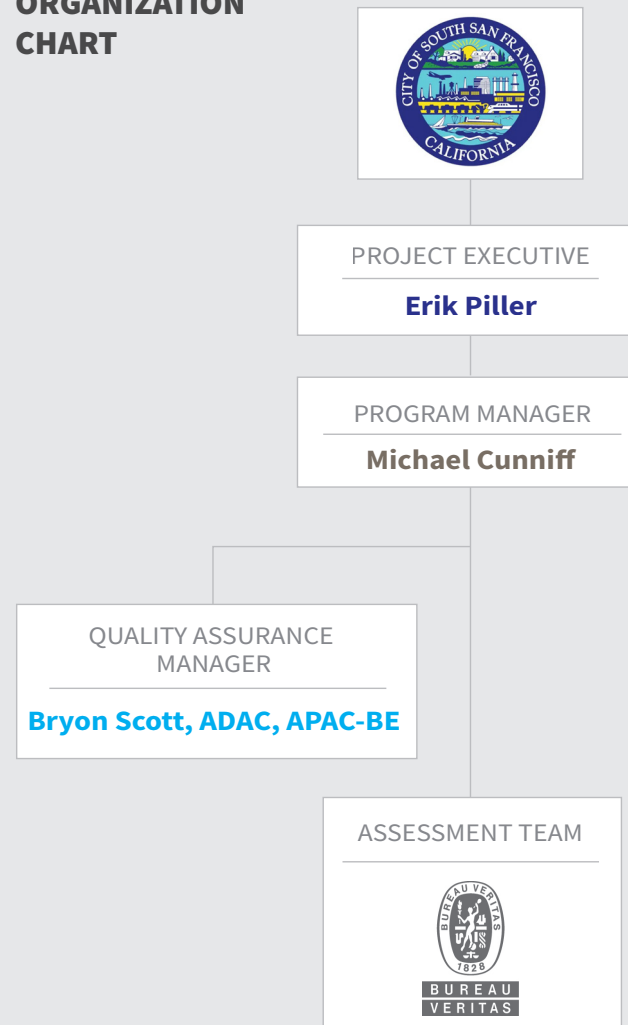
Justin Vang, CASp | Transition Plan Manager

Mr. Vang will lead BV's onsite efforts for the duration of the project. Mr. Vang will manage the Assessment Team and meet with the City on an agreed-upon basis to ensure project success.

Assessment Team

The Assessment Team is comprised of industry professionals having direct experience in conducting ADA Assessments. They will observe and describe barriers in City Facilities, Parks, and Public Rights-of-Way and formulate recommendations to remedy all observed barriers.

PROJECT ORGANIZATION CHART



Resumes

Resumes for these professionals are included on the following pages.



ERIK PILLER

PROJECT EXECUTIVE

Mr. Piller has 22 years of experience in client coordination of assessment, architectural-engineering, energy consulting, and construction phase services. He has been involved with projects of similar scope to the proposed project. As Project Executive, Mr. Piller is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BV's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

PROJECT EXPERIENCE:

Merced Irrigation District, CA

ADA Assessment

Nevada Irrigation District, CA

ADA Assessment

South Lake Tahoe, CA

ADA Assessment

City of Tracy, CA

ADA Assessment and ADA Transition Plan

City of El Segundo, CA

ADA Assessment, Transition Plan, Facility Condition Assessment

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

Hayward Area Park & Recreation District, CA

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

City of Mountain View, CA

Facility Condition Assessment & ADA Transition Plan

City of Orange, CA

Facility Condition Assessment and ADA Transition Plan

Ambrose Parks District, CA

Facility Condition Assessment / ADA Transition Plan

City of Rancho Cucamonga, CA

ADA Assessment and Transition Plan

City of Napa, CA

ADA Assessment and Transition Plan, FCA,

YEARS OF EXPERIENCE: 22



Industry Experience

Government
K-12 Education
Multi-Family Housing

Higher Education
Industrial
Office

Retail
Hospitality



MICHAEL CUNNIFF

PROGRAM MANAGER

Mr. Cuniff is a Senior Program Manager with 22 years of experience. He conducts and leads teams for Facility Condition Assessments, ADA Assessments, and other related services. He supervises and trains junior ADA professionals, architects, and engineers in conducting facility assessments. As Program Manager, Mr. Cuniff is responsible for the schedule and technical content of BV's work.

PROJECT EXPERIENCE:

Merced Irrigation District, CA

ADA Assessment

Hayward Area Park & Recreation District, CA

ADA Transition Plan, Facility Condition Assessment, and Energy Audit

City of South Lake Tahoe, CA

ADA Assessment and Transition Plan

City of Alameda, CA

ADA Assessment & Facility Condition Assessment

City of West Covina, CA

ADA Assessment and Transition Plan

City of Chino, CA

ADA Assessment & Facility Condition Assessment

City of Eastvale, CA

ADA Assessment

City of Tracy, CA

ADA Assessment and Transition Plan

City of El Segundo, CA

ADA Assessment & Facility Condition Assessment

City of Pomona, CA

ADA Assessment

City of Los Angeles, CA

ADA Assessment

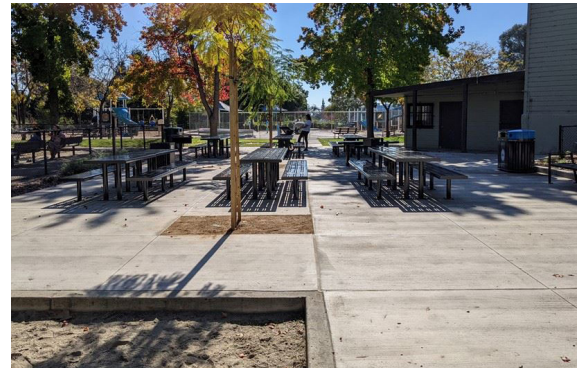
City of Palmdale, CA

ADA Assessment & Facility Condition Assessment

City of Aliso Viejo, CA

ADA Assessment and Transition Plan

YEARS OF EXPERIENCE: 22



Education

Bachelor of Science, Architectural/Building Engineering Technology, New England Institute of Technology



BRYON SCOTT, ADAC, APAC-BE

QUALITY ASSURANCE MANAGER

Mr. Scott is a Quality Assurance Manager with BV. He has 21 years of Construction Management experience and is a Certified ADA Coordinator, and uses this knowledge to identify ADA barriers, minimize litigation risk, improve customer accessibility, and enhance customer satisfaction. Mr. Scott is a regular speaker at ADA Coordinators' meetings on Title II and Title III subjects. As Quality Assurance Manager, he will assist the Program Manager by providing QA/QC review on the data collection and reports.

PROJECT EXPERIENCE:

Nevada Irrigation District, CA

ADA Assessment

City of Tracy, CA

ADA Assessment & Transition Plan

Orange County, CA

ADA Assessment & Transition Plan

City of Eastvale, CA

ADA Assessment & Transition Plan

City of El Segundo, CA

ADA Assessment & Transition Plan

City of Corona, CA

ADA Assessment & Transition Plan

City of West Covina, CA

ADA Assessment & Transition Plan

John Wayne Airport, CA

ADA Assessment & Transition Plan

County of San Bernardino CA

CASP Assessment/Review

City of Palmdale, CA

ADA Assessment & Transition Plan

City of Pomona, CA

ADA Assessment & Transition Plan

City of Industry, CA

ADA Assessment & Transition Plan

City of Aliso Viejo, CA

ADA Assessment, FCA

City of Rancho Cucamonga, CA

ADA Assessment & Transition Plan

City of Garden Grove, CA

ADA Assessment, FCA

YEARS OF EXPERIENCE: 21



Education

Bachelor of Science, Business Administration,
University of Maryland

License & Certifications

ADA Coordinator and Trainer
ADA Coordinator Training Certification
Program, University of Missouri



JUSTIN VANG, CASp

TRANSITION PLAN MANAGER

Mr. Vang is an ADA Transition Manager with over 10 years of experience in building sciences and accessibility subject matter. Mr. Vang is a Certified Access Specialist and is well-versed in conducting self-evaluations of programmatic barriers, including Title II and Title III regulations. His experience includes the implementation of transition plans and review of ADA policy and programs.

PROJECT EXPERIENCE:

City of Mountain View, CA

ADA Assessment & Transition Plan

City of Tracy, CA

ADA Assessment & Transition Plan

City of Chino, CA

ADA Assessment & Transition Plan

City of Eastvale, CA

ADA Assessment & Transition Plan

City of Rancho Cucamonga, CA

ADA Assessment & Transition Plan

City of West Covina, CA

ADA Assessment & Transition Plan

City of Maywood, CA

ADA Assessment & Transition Plan

City of Palmdale, CA

ADA Assessment & Transition Plan

City of Garden Grove, CA

ADA Assessment & Facility Assessment

City of South Lake Tahoe, CA

ADA Assessment

Colorado Parks & Wildlife, CO

ADA Assessment

City of Aspen, CO

ADA Assessment & Facility Assessment

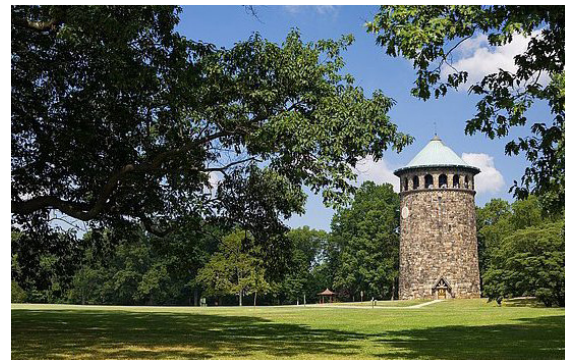
Metro Parks Tacoma, WA

ADA Assessment

City of Sherwood, OR

ADA Assessment

YEARS OF EXPERIENCE: 10



Education

Master of Science, Civil/Structural Engineering, California State University
Bachelor of Science, Civil Engineering, University of California

License & Certifications

Certified Access Specialist | CASp-845



RON JOHNSON, CASp ASSESSMENT TEAM

PROJECT EXPERIENCE:

Merced Irrigation District, CA

ADA Assessment

City of Irvine, CA

ADA Assessment

City of Morgan Hill, CA

ADA & Transition Plan

California Polytechnical, CA

ADA Assessment

Sacramento County Correctional Facilities, CA

Facility Condition Assessment, Inventory

Monrovia United School District, CA

ADA Assessment & Transition Plan

YEARS OF EXPERIENCE: 12



License & Certifications

Certified Access Specialist | CASp-344



PHILIP SMITH, CASp, ADAC ASSESSMENT TEAM

PROJECT EXPERIENCE:

Merced Irrigation District, CA

ADA Assessment

City of South Lake Tahoe, CA

ADA Assessment and Transition Plan

City of Tracy, CA

ADA Assessment and ADA Transition Plan

City of Alameda, CA

ADA Assessment and Transition Plan

City of Chino, CA

ADA Assessment

City of Turlock, CA

Plan Examiner

YEARS OF EXPERIENCE: 19



Education

Associate of Arts, Behavioral & Social Science,
Modesto Junior College

License & Certifications

Certified Access Specialist | CA | CASp-1018
Building Plans Examiner/Inspector/Code
Specialist | 8291181
ADA Coordinator | MO | 67869355-4617



GREG OCKANDER ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Irvine, CA

ADA Assessment

Kern County, CA

ADA Assessment

Tuolumne County, CA

ADA Assessment

California Polytechnic University, CA

ADA Assessment & Transition Plan

Monrovia Unifed School District, CA

ADA Assessment

City of Encinitas, CA

Facility Condition Assessment, Inventory,
Barcoding

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Art, Industrial Design, San Francisco
State University

License & Certifications

Certified Access Specialist | CASp-879



ABEL MACHADO, CASp ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Chino, CA

ADA Assessment

City of Industry, CA

ADA Assessment

City of West Covina, CA

ADA Assessment

City of Mountain View, CA

ADA Assessment

State of Oregon Dept of Education, OR

ADA Assessment

Colorado Parks & Wildlife, CO

ADA Assessment

YEARS OF EXPERIENCE: 20



Education

Associate of Arts, Architectural Technology,
Cerritos Community College

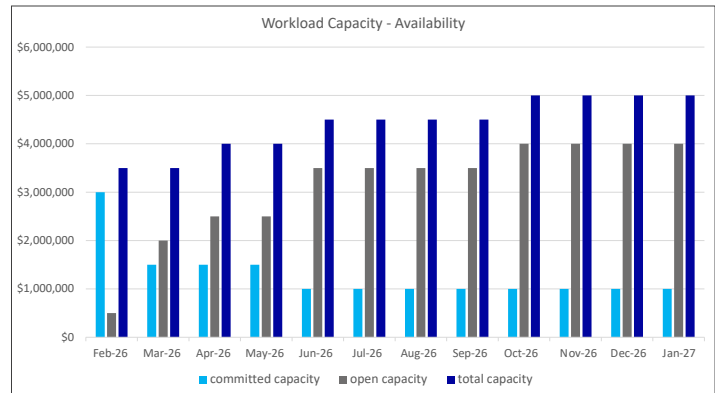
License & Certifications

Certified Access Specialist | CASp-145

Availability and Capacity

BV has maintained itself as a viable, professional assessment services corporation. BV is fully staffed to manage any size project load, including simultaneous multiple site projects. Our field staff can provide a commitment of time suitable to the needs of the proposed City program. The proposed project would be a significant one for BV, and we have the in-house resources to fully staff this project without program disruption or cost impact.

BV has 800 staff and a dedicated Asset Management team. The regional team usually has approximately three to five concurrent assessment projects engaged that range from 400,000 SF to 1,000,000 SF. For example, currently we have three School Districts, one University, and three Municipal projects concurrently in progress. BV has a very scalable staff and can provide resources from one team to over ten teams on a project.



Availability of all key personnel is included in the chart below.

Key Personnel	Project Role	Years of Exp	Certification / Registration	Availability to Project	ADA Exp
Erik Piller	Project Executive	22	-	20%	✓
Michael Cuniff	Program Manager	22	-	80%	✓
Bryon Scott	QA/QC	21	ADAC APAC-BE	30%	✓
Justin Vang	Transition Plan Manager	10	CASp	100%	✓
Ron Johnson	Assessment Team	12	CASp	100%	✓
Philip Smith	Assessment Team	19	ADAC, CASp	100%	✓
Greg Ockander	Assessment Team	30+	CASp	100%	✓
Abel Machado	Assessment Team	20	CASp	100%	✓

Ability to Perform in a Timely Manner

We pride ourselves on the scheduling, logistics, and mobilization of our staff to provide services at multiple sites across the country on a compressed schedule. With project managers nationwide, we can assemble a qualified team in the project area quickly. Our team is familiar with all codes governing this contract and is sensitive to the unique requirements of your community. A locally based project staff gives BV and the City the benefit of direct contact with our personnel performing and managing this project.

We are accustomed to completing large projects and have built-in measures as a part of our assessment and quality assurance methodology to ensure we complete programs to our client's satisfaction. We consider meetings, communication, scheduling, management, budget, and quality control crucial elements of each engagement.

BV has the capability to perform the full scope as listed in the RFP without the use of outside consultants. BV has in-house technical professionals with experience performing ADA Self-Evaluation and Transition Plan services. These professionals are also qualified to perform any add-on services that may be requested.

BV has the capability and experience to comply with set schedules. We will have a dedicated **Program Manager, Michael Cuniff** serve as the **direct point of contact** for the City during the entire project. Mr. Cuniff will manage the kick-off, coordination of the field teams during the on-site assessments, and reporting process. The City will also have access to Project Executive, Erik Piller, and Quality Assurance Manager, Bryon Scott as needed, as well as the entire Assessment Team throughout the duration of the project. BV has a proven track record in **exceeding client expectations for meeting deadlines and project schedules** and is committed to the **timeliness and efficiency of report deliveries**.

4. QUALIFICATIONS OF THE PROPOSER FIRM

ADA Plan Experience | Since 1986, BV has proven relevant experience with the codes and regulations applicable to the City's project. We have not filed bankruptcy within the last 5 years. BV's history of successful performance demonstrates a competency in the following code/regulatory areas:

- 2010 ADA Standards for Accessible Design
- ADAAG / ABA / UFAS
- 2009 ICC/ANSI A117.1
- Local Building Codes
- ADA/504 Compliance
- PROWAG
- BOCA (Certified Inspectors on staff)
- NFPA
- AHERA
- USEPA Standards
- OSHA Codes and Regulations
- ASHRAE Standards related to Indoor Air Quality and Design

Relevant California Projects | Below are projects that are similar in scope to the City's project completed by BV in California:

CLIENT	STATE	SERVICES	YEAR
UCLA	CA	ADA Assessment	Ongoing
Nevada Irrigation District	CA	ADA Assessment	Ongoing
City of West Covina	CA	ADA Transition Plan	Ongoing
City of Mountain View	CA	ADA Transition Plan	Ongoing
City of Eastvale	CA	ADA Transition Plan	Ongoing
OCTA	CA	ADA Assessment	Just awarded
City of Irvine	CA	ADA Assessment	Just Awarded
City of Oxnard	CA	ADA Assessment	Just Awarded
City of Menifee	CA	ADA Transition Plan	Just Awarded
County of Kern	CA	ADA Transition Plan	Just Awarded
City of El Segundo	CA	FCA and ADA Assessment	2019 - 2022
Town of Fairfax	CA	Facility Condition Assessment	2025
Santa Cruz Parks and Recreation	CA	Facility Condition Assessment	2025
Tuolumne County	CA	ADA Assessment	2025
City of Sausalito	CA	Facility Condition Assessment	2024
City of Maywood	CA	ADA Assessment	2024
Sonoma County Area Transit District	CA	ADA Assessment	2024
Orange County	CA	ADA Assessment	2024
Butte County	CA	Facility Condition Assessment	2024
City of Pacific Grove	CA	Facility Condition Assessment	2024
City of Thousand Oaks	CA	Consulting Services	2024
Pasadena Unified School District	CA	ADA Transition Plan	2024
City of Chino	CA	ADA Transition Plan	2024
Gavilan College	CA	Facility Condition Assessment	2023
City of Alameda	CA	ADA Transition Plan	2023
Yuba City Unified School District	CA	ADA Transition Plan	2023
City of Hermosa Beach	CA	ADA Consulting	2022
City of South Lake Tahoe	CA	ADA Transition Plan	2022
San Bernardino County	CA	ADA Transition Plan	2022
City of Rancho Cucamonga	CA	ADA Assessment	2021

CITY OF MOUNTAIN VIEW

ADA ASSESSMENT & TRANSITION PLAN



LOCATION - Mountain View, CA
SIZE - 96 Facilities and Parks, 245 Miles of Sidewalk

The City of Mountain View is located in Santa Clara County and is just over 12 square miles with a population of over 84,000. Bureau Veritas Technical Assessments LLC (BV) was awarded a contract to review the City's existing ADA Transition Plan, perform field investigations within the City's right-of-way and City facilities; evaluate City policies and programs; and prepare an ADA Transition Plan. The field survey included City facilities, parks, parking lots, and streets, sidewalks, intersections, pathways, and pedestrian signals to identify physical barriers and evaluate compliance with accessibility laws and guidelines. BV also reviewed City policies, programs, and practices to identify barriers to accessibility, including grievance procedures and emergency procedures.

YEAR: 2024

FEE: \$417,000.00

REFERENCE

Laurel James

(650) 903-6290 | Laurel.james@mountainview.gov

CITY OF ALAMEDA

ADA SELF-EVALUATION AND TRANSITION PLAN



LOCATION - Alameda, CA
SIZE - 70 Facilities, 516,019 SF

Bureau Veritas Technical Assessments LLC (BV) was awarded a contract to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for City programs, facilities, parks, parking lots, streets, intersections and sidewalks. BV performed field investigations within the City right-of-way and of City facilities, evaluated City policies and programs, and prepared an ADA Transition Plan. The ADA Transition Plan provide the basis for prioritizing, budgeting, implementing, and monitoring barrier removal. BV reviewed and evaluated the current City policies, programs (including recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities. BV's ADA reports included cost estimates of remediation measures.

YEAR: 2022

FEE: \$365,000.00

REFERENCE

Mike Billington

(510) 747-7947 | mbillington@alamedaca.gov

CITY OF TRACY

ADA ASSESSMENT & TRANSITION PLAN



LOCATION - Tracy, CA
SIZE - 206 Acres, 71 Parks & Facilities

Bureau Veritas Technical Assessments LLC (BV) under the management of CASp consultants performed comprehensive accessibility assessment and inventory of City parks and their respective facilities. During the site visits we observed, documented, and photographed specific conditions and modifications of parks, restrooms, and components subject to federal, state, and local access requirements. The assessment was completed to the requirements outlined in the 2010 Standards for Accessible Design, and identified barriers related to mobility, ambulatory, visual, and hearing. The BV team developed a methodology for collecting all facility data addressing concerns of non-compliance, condition, and future facility and operational needs.

YEAR: 2022

FEE: \$230,900.00

REFERENCE

Kevin Jorgensen

(209) 831-6415 direct | kevin.jorgensen@cityoftracy.org

5. PROPOSED FEE

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.

BUREAU VERITAS FEE BREAKDOWN		LUMP SUM TOTAL	\$	358,717.89
PROGRAM MANAGEMENT			\$	7,660.00
ADA TITLE II SURVEY & INDIVIDUAL REPORTS			\$	217,810.31
	FACILITY SURVEYS		\$	36,878.44
	PARK SURVEYS		\$	41,013.75
	MEDIAN/PARKING SURVEYS		\$	5,988.13
	FACILITY REPORTS		\$	46,910.00
	PARK REPORTS		\$	68,260.00
	MEDIAN/PARKING REPORTS		\$	18,760.00
TRANSITION PLAN			\$	17,600.00
PUBLIC RIGHTS-OF-WAY SURVEY / REPORTING	Per Mile Rate	\$700.00	\$	76,607.58
PROGRAM AND POLICY REVIEW			\$	12,160.00
PUBLIC OUTREACH MEETINGS (2) AND COUNCIL MEETING			\$	6,400.00
OTHER			\$	20,480.00
	WEBSITE REVIEW (WCAG)		\$	12,460.00
	CAD DIAGRAMS		\$	8,020.00

HOURLY RATES

Team Role	Hourly Rate (\$)
Project Executive	\$190.00
Program Manager	\$140.00
Project Manager I (PE/RA)	\$120.00
Project Manager II (PE/RA)	\$130.00
Quality Control Manager	\$135.00
Technical Report Reviewer	\$115.00
Administrative	\$80.00

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments: 50% of per site fee
 Delivery of Draft Reports: 45% of per site fee
 Delivery of Final Reports: 5% of per site fee

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal #179790.26P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.



REVISED SCOPE OF WORK AND FEE

SUMMARY

PROW - We reviewed the existing PROW data you have available from previous ADA surveys. The existing PROW data is not usable and thus we cannot adjust the line item for PROW. However, the city can phase this work over 1-3 years and stretch the cost over time.

BUILDINGS / PARKS – We reviewed the previous data you have available from your 2014 study. We will state that typical ADA Title II reports have a shelf life of about 5 years and not recommend using older data for your 2026/27 Transition Plan. We have made an adjustment on our costs to show utilization of the existing data (2300 lines of barriers) and aggregating this site data into our study. One other issue is that we would have to go over this data with the City to determine if in the past 10-12 years if some of these barriers were removed – and of course it is unknown if new barriers are present.

OPTIONS – The city could also take out the scope for WCAG compliance review and the CAD Diagrams for cost savings.

FEE BREAKDOWN BY TASK (SUMMARY) - REVISED

BUREAU VERITAS FEE BREAKDOWN		LUMP SUM TOTAL	\$	281,127.58
PROGRAM MANAGEMENT			\$	6,680.00
ADA TITLE II SURVEY & INDIVIDUAL REPORTS			\$	141,200.00
	FACILITY SURVEYS		\$	13,257.50
	PARK SURVEYS		\$	18,827.50
	MEDIAN/PARKING SURVEYS		\$	5,365.00
	FACILITY REPORTS		\$	31,625.00
	PARK REPORTS		\$	53,885.00
	MEDIAN/PARKING REPORTS		\$	18,240.00
TRANSITION PLAN			\$	17,600.00
PUBLIC RIGHTS-OF-WAY SURVEY / REPORTING	Per Mile Rate (x109.44 miles)	\$ 700.00	\$	76,607.58
PROGRAM AND POLICY REVIEW			\$	12,160.00
PUBLIC OUTREACH MEETINGS (2) AND COUNCIL MEETING			\$	6,400.00
OTHER / OPTIONS			\$	20,480.00
	WEBSITE REVIEW (WCAG)		\$	12,460.00
	CAD DIAGRAMS		\$	8,020.00

FEE BREAKDOWN BY TASK (HOURLY) - REVISED

BUREAU VERITAS HOURLY BREAKDOWN		LUMP SUM TOTAL		\$	281,127.58
PROGRAM MANAGEMENT				\$	6,680.00
	Rate		Hours	Sub-Total	
Program Manager	\$	140.00	37	\$	5,180.00
Project Manager II or CASp	\$	130.00	8	\$	1,040.00
Technical Reviewer	\$	115.00	4	\$	460.00
ADA TITLE II SURVEY & INDIVIDUAL REPORTS				\$	141,200.00
	Rate		Hours	Sub-Total	
Program Manager	\$	140.00	130	\$	18,200.00
Project Manager II or CASp	\$	130.00	405	\$	52,650.00
Technical Reviewer	\$	115.00	342	\$	39,330.00
QC/QA Mgr, IT or Other	\$	135.00	78	\$	10,530.00
Admin	\$	80.00	114	\$	9,120.00
Database Development				\$	3,000.00
Expenses				\$	8,370.00
PUBLIC RIGHTS-OF-WAY SURVEY / REPORTING	Per Mile Rate (x109.44)		\$ 700.00	\$	76,607.58
PROGRAM AND POLICY REVIEW				\$	12,160.00
	Rate		Hours	Sub-Total	
Program Manager	\$	140.00	8	\$	1,120.00
Project Manager II or CASp	\$	130.00	80	\$	10,400.00
Admin	\$	80.00	8	\$	640.00
TRANSITION PLAN				\$	17,600.00
	Rate			Sub-Total	
Program Manager	\$	140.00	20	\$	2,800.00
Project Manager II or CASp	\$	130.00	64	\$	8,320.00
Technical Reviewer	\$	115.00	32	\$	3,680.00
QC/QA Mgr, IT or Other	\$	135.00	16	\$	2,160.00
Admin	\$	80.00	8	\$	640.00
PUBLIC OUTREACH MEETINGS (2) AND COUNCIL MEETING				\$	6,400.00
	Rate			Sub-Total	
Program Manager	\$	140.00	24	\$	3,360.00
Project Manager II or CASp	\$	130.00	16	\$	2,080.00
Admin	\$	80.00	12	\$	960.00
OTHER / OPTIONS - WEBSITE AND CAD DIAGRAMS				\$	20,480.00



	Rate			Sub-Total
Program Manager	\$	140.00	12	\$ 1,680.00
Project Manager II or CASp	\$	130.00	16	\$ 2,080.00
Technical Reviewer	\$	115.00	60	\$ 6,900.00
QC/QA Mgr, IT or Other	\$	135.00	68	\$ 9,180.00
Admin	\$	80.00	8	\$ 640.00

EXHIBIT D

FORM 590 (IF APPLICABLE)

EXHIBIT E

INSURANCE CERTIFICATES

EXHIBIT F
BUSINESS LICENSE

EXHIBIT G

Electronic Use Addendum Pursuant to Section 3.1

Pursuant to Section 3.1, if Consultant is provided access to City computer hardware or network files, or both, pursuant to this Agreement to provide services, Consultant shall agree to and comply with the following provisions:

- 1) The City's electronic communication equipment and resources (including but not limited to tablets, computers, laptops, fax, photocopier, phone, radio, other electronic or communications equipment, software, cloud storage, and internet access) are provided for the purpose of conducting City business and shall not be used for personal purposes.
- 2) All electronic communications that are created, received, transferred to or from the City, or maintained on City computer systems or other City electronic communication equipment and resources are the property of the City. If Consultant uses the City's electronic communication equipment and resources, Consultant will not have an expectation or right of privacy in such uses. The City reserves the right to monitor the use of such equipment and resources to ensure that they are being used for business purposes. Any use of the City's electronic equipment and resources constitutes consent to have such use monitored by the City at its discretion.
- 3) Reasonable care should be taken to prevent equipment loss or damage. Consultant shall be responsible for the cost of intentional damage or reckless loss of assigned communications equipment.
- 4) If Consultant is granted access to City network files or cloud storage, Consultant shall not access or retrieve, or attempt to access or retrieve, files or network drives and folders to which Consultant is not specifically authorized to do so. Consultant shall not make copies, download, or otherwise duplicate (or make attempts to do so), any City files, cloud storage, or network drive data. In no event shall Consultant download or install hardware or software on any City computer or network drive, nor shall Consultant store any files on City cloud storage.
- 5) Consultant shall not have access to any privileged communication, including attorney-client privileged communications, at any time.
- 6) Consultant shall not use equipment or resources to access secured websites without authorization. Nor shall Consultant use the equipment or resources without the knowledge or permission of City management to enter any secured on-line websites in which the City has a membership and/or an account. This includes all forms of hacking, or using another person's login name or password without authorization to access such websites.
- 7) Consultant shall comply with all federal, state, local laws and regulations, and all applicable City policies in accessing electronic communication equipment and resources.

EXHIBIT H

Worker's Compensation Exemption Affidavit

[ATTACH EXEMPTION FORM HERE]