

**Project Name/No.: General Plan Check Services
& Other Related Engineering Services**

Contract No.: _____

Project Manager: PW/ J. Plasencia

Approved: 06.02.2026

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
BUREAU VERITAS NORTH AMERICA, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 2nd day of June, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Bureau Veritas North America, Inc.**, a Texas Corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Thousand Dollars and Zero Cents (\$500,000)** per fiscal year for a total contract amount not-to-exceed **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Craig Baptista, M.B.A
(Name)

Vice President
(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Jesus Plasencia, Assistant City Engineer** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. 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 include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CONSULTANT:
BUREAU VERITAS NORTH AMERICA, INC:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 650 Sierra Madre Villa Ave., Suite 203
Pasadena, CA 91107

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH**UNDERSTANDING OF THE CITY OF CHINO'S NEEDS**

Bureau Veritas (BV) understands that the City of Chino seeks continued assistance with professional engineering plan check services of an advisory nature with final approval authority remaining solely with the City. BV is an incumbent currently providing these services, and we are pleased to continue the provision of these services. Bureau Veritas acknowledges and accepts the restriction on providing design services for private development projects within the City without prior written approval from the City.

For the City of Chino, BV will provide review of improvement plans, supporting technical documents, and related materials such as the following:

- Rough and Precise Grading Plans
- Wet Utility Plans (e.g. Sewer, Water, Recycled Water, Storm Drain)
- Street Improvement Plans
- Street Light Plans, Photometric Diagrams, and Voltage Drop Calculations
- Traffic Signal, Traffic Control, and Interconnect Plans
- Signing and Striping Plans
- Hydrology Studies and Hydraulic Calculations
- Sewer/Water Utility Capacity Studies
- Water Quality Management Plans (WQMPs)
- Erosion Control Plans
- Easements, Vacation, Right-Of-Way Dedications, and other recordable legal documents
- Lot Line Adjustments and Mergers
- Survey Monumentation and Centerline Ties
- Soils and Geotechnical Reports
- Tract and Parcel Maps
- Title and Closure Reports
- Engineering Cost Estimates

We are also able provide related engineering services including, but not limited to Tract/Parcel Maps; Field Coordination; Legal and Plats; Traffic Impact Analysis;

Traffic Control; Geotechnical Services; Assist City staff with the review, evaluation, and update of City engineering standards, standard drawings, specifications, and related technical documents.

SERVICE CAPABILITIES**ENGINEERING PLAN CHECK SERVICES**

BV's extensive experience providing Plan Review of various improvement plans, documents, and technical studies to other public agencies enables the firm to evaluate items which are essential to providing effective services to the City of Chino.

BV offers services which range from reviewing a single, complex or unique project to handling all plan check needs for an entire jurisdiction. BV's staff is dedicated to providing the highest level of customer service and ensuring all work is in conformance with all requirements. The firm's resources can be adjusted on fast-track projects to meet demanding schedules, as needed.

Plan Check Compliance Standards

The firm's professional staff evaluates all city, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements such as ADA and NPDES, state requirements including the requirements of any affected utilities, districts, or agencies.

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

- Grading ordinances
- Greenbook
- Geotechnical report recommendations
- Conditions of approval of the use permit or tentative map
- Municipal code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA and Title 24 accessibility standards
- NPDES and WQMP requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

BV's professional plan checkers will provide a comprehensive assessment of the conformance of submitted improvement plans to these quality standards as well as others required by the City of Chino.

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

Plan Check Tasks

The following outlines the firm's typical scope of services for the review of plans:

- Check design for conformity to the approved tentative map and conditions of approval
- Evaluate the layout for consistency with the final map
- Review grading plans for consistency with the applicable drainage standards and grading ordinance
- Erosion and sediment control provisions
- Storm Water Pollution Prevention Plans and RWQCB N.O.I.
- Review horizontal and vertical alignment of streets for conformance to the applicable street design standards, check pavement structural section against geotechnical recommendations
- Review storm and sanitary sewer systems and hydrology/hydraulic calculations
- Review water distribution system for fire hydrant and valve spacing
- Street light spacing, and location for potential conflicts
- Review underground utilities for crossing clearances and conflicts
- Review for compliance with outside agency requirements
- Water, sewer and reclaimed water mechanical and electrical plans
- Structural and technical calculations, studies, and reports associated with various plan submittals
- Tract and parcel maps
- Records of Survey
- Lot line adjustments
- Easement documents
- Water Quality Management Plans
- Review quantities, estimates and schedules
- Other plans, drawings, specifications, and surveying documents as needed.

Prompt delivery of quality plan checks is the hallmark of BV's service. To achieve this, it is important for the plan examiner to see the "big picture" during the approval process and to expedite the review while assuring adherence to all City standards and requirements.

At the completion of each review, comments noting any deficiencies are prepared for the applicant. Review comments may be distributed by the City staff or directly to the applicant by BV depending on the City's preference. Copies of review letters are always forwarded to the City for its records and files. The firm's customary practice is to provide

comments in narrative form in a memorandum. BV finds this method to be more precise than just marking the submittal alone. Additionally, this method facilitates the transmission and preservation of comments in an electronic format.

Development Review and Entitlement Processing

Accurate, timely civil engineering plan and final map reviews facilitating land development projects requires a strong public-private partnership. Project momentum must be balanced with engineering, water quality, traffic, public safety, and final map plans which comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from registered engineers and land surveyors with a quick turnaround of review comments. Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages. This facilitates development agreements along with the review of civil engineering plans and maps for conformance, including conditions of approval, along with local and other applicable ordinances and standards. All work will be performed under the direction of BV's registered Civil Engineers. BV utilizes proven best practices, staff specialists, and comprehensive web-based tools to provide timely review, responsiveness, and accurate and detailed review comments.

Flood/Floodplain Management

BV provides a comprehensive review of projects proposed within the designated floodplain. The firm will review plans for compliance with federal, state, and local adopted regulations and practices. Plan checks will consider FIRM map designations, Flood Plain Elevation Certificate review, and also consider any LOMA, LOMR, or CLOMR's appropriately approved for the proposed project. Flood plain resistant construction will be plan checked and inspected in accordance with adopted regulations and standards as well as pertinent FEMA Technical Bulletins.

A Foundation Rooted in Design

BV seeks to deliver review services which meet the high standards of its municipal clients. When it comes to the specific review services being requested by the City, a strong foundation which enables the delivery of this caliber of services goes beyond engineering licenses and a deep understanding of code compliance specifications and regulations. There is added benefit to having a team with a robust engineering design background which enables these individuals to understand both sides of the development process. BV is a firm which has such a team.

Civil engineering services at BV are an integral part of the firm's planning, infrastructure, and facilities work. In addition to providing street, grading and drainage, and utility design

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

services, BV's civil group offers specialized expertise in the areas of site development, transportation, water resources, water and wastewater, and construction administration and management. BV is actively involved in projects from pre-design through construction, providing bid phase assistance, contract administration, and management support. The firm is highly experienced in the entire planning, design, and construction process of capital projects.

BV's team has provided civil engineering plan design and review services performed by licensed engineers with direct experience with site grading, drainage, National Pollutant Discharge Elimination System (NPDES), Standard Urban Stormwater Management (SUSM) Plan, Low Impact Development (LID), and hydro-modification. The firm's team is highly qualified because of their extensive experience in planning, design, construction, and maintenance of structures and altering geography to meet a client's specific needs for each project assigned.

Civil engineering services include:

- Conceptual, preliminary and final design for projects
- Program and project management
- Right of way engineering
- Regulatory permit processing
- City design review processing
- Materials and methods technical specification preparation
- Construction support services
- Surveying
- Record drawing preparation
- ADA compliance
- Site development & Subdivision (i.e., lot line adjustment, tract map, parcel map, certificate of compliance)
- Land Development (i.e., grading, streets, hydrology, water quality management plan)
- Utilities (i.e., wireless telecommunication and investor-owned utilities)
- Storm drain hydrology
- Structural designs

MAP REVIEW AND SURVEYING SERVICES

BV's professional staff can provide comprehensive Surveyor services as required by the City.

Final Maps and Parcel Maps

Review Final Maps and Parcel Maps for conformance to the requirements of the Subdivision Map Act, the Land Surveyors Act, the City's Municipal Code and ordinances, the approved Tentative Map, and any conditions of approval which have been set by the Planning Commission. Certification of the

technical accuracy of approved maps in accordance with §66442 and §66450 of the Subdivision Map.

Reversions to Acreage

Review Reversions to Acreage Maps prepared pursuant to the City's Municipal Code and ordinances.

Lot Line Adjustments and Parcel Mergers

Review of legal descriptions prepared to affect Lot Line Adjustments pursuant to the City's Municipal Code and ordinances.

Legal Descriptions and Plats

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

Certificates of Correction

Review of proposed map amendments and Certificates of Correction prepared pursuant to the City's Municipal Code and ordinances.

STORMWATER COMPLIANCE

As a national leader in program administration services, BV offers a comprehensive solution to Stormwater NPDES compliance needs. The firm has been at the forefront of stormwater compliance understanding issues and challenges faced by agencies.

BV's depth of in-house expertise assures no ramp up and fully-integrated programmatic solutions from developing, implementing, and coordinating the City's overall compliance program to plan production and review, staff training, and site inspection.

As a NPDES Coordinator for various cities, BV developed a proven, programmatic approach to NPDES compliance activities. The firm has successfully written and received approval from Regional Water Quality Control Boards (RWQCBs) for local implementation plans and represented agencies at Principal Permittee meetings to respond to questions regarding permit implementation.

Consequently, BV staff have the perspective and experience to translate RWQCB expectations for permit requirements into an efficient and manageable program. The firm's seasoned engineering staff has prepared Stormwater Pollution Prevention Plans (SWPPPs) and Water Quality Management Plans (WQMPs, also called Stormwater Management Plans), provided plan check of SWPPP and WQMP documents, developed cost-effective Best Management Practices (BMPs), and inspected construction BMPs for municipal projects and yearly industrial/commercial facilities. As part of this work, BV staff also prepared materials and have spoken on behalf of agencies regarding public information and education outreach. The firm has the resources and expertise to get the

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

job done - more quickly, cost-effectively, and accurately for the City.

OTHER ENGINEERING TASKS WHEN NECESSARY

BV has a team of experts who are equipped to provide exemplary deliverables associated with the provision of General Plan Check Services & Other Related Engineering Services to the City of Chino. Each individual brings a wealth of knowledge unmatched in the industry and demonstrates proven experience in performing the required scope of work detailed in the request as well as an extensive list of certifications and licenses.

TECHNICAL APPROACH AND METHODS

BV will meet with the City to define their scope of services, project performance needs and expectations, any key issues that may need special attention, turnaround review schedule, communication and work flow process protocol, and key stakeholder contacts. Setting expectations initially promotes a partnership to create a customized solution which achieves project goals.

BV has the ability to perform all of the requirements outlined in the RFQ, including reviews of digital engineering documents and plans for correctness, compliance with federal, state, county and local regulations, design calculations and technical specifications related to materials for proposed improvements; preparing and transmitting digital lists of correction and plan redlines to the responsible party and City; attendance as needed at meetings on project issues; responding to inquiries on status and/or plan check issues; and retaining digital record of plan check activity to include supporting documentation for the contract period and five (5) years thereafter, rendering the digital record to the City upon request. BV is familiar with and adept in the use of **e-PlanSoft** and will complete any additional training provided by the City as needed. We have successfully implemented electronic plan review via e-PlanSoft for multiple jurisdictions. We are also familiar with Bluebeam Revu and other platform software products related to plan review needs.

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

document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

Plan Check Process

Our team becomes familiar with the requirements of a public agency before beginning a review and continually monitors trends and legislation in order to advise the City on ordinances and standard practices to consider for adoption. BV has extensive public sector experience, which assures that public interests are fully protected. We understand that careful consideration of issues and impacts is needed in addition to technical expertise. We have devoted a great deal of time over the years to refining our approach and developing documentation to assist our clients and train our staff to ensure highly efficient plan review procedures.

BV will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our Protrak database, processed and returned on time to the client. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this we:

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

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans, if appropriate, and a correction sheet is generated detailing what items need to be addressed before plans are approved. To facilitate a thorough plan check, BV has developed comprehensive checklists for grading, both rough and precise, street improvements, storm drain improvements, and hydrology/hydraulic studies which incorporate standards of practice for all agencies within San Bernardino County. The firm can utilize these checklists or, if the City prefers, the City's checklist. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

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

During the plan check process, BV is prepared to meet with the applicant or engineer, City employees, or consultants at any time. Telephone discussions, remote meetings using platforms such as Zoom or other online forums, or meetings at project sites are welcomed to assure any plan check issues are handled efficiently. The firm proposes to meet at the offices of the Development Services Department or at a particular project site. BV's goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances, and regulations. Upon completion of the plan checks, the following information package of deliverables is prepared and logged as a minimum:

- Completed plan check documents including sign-offs.
- Transmittal letter documenting any conditions associated with issuance of a permit, if any.
- Marked up plan review documents.
- Two sets of approved plans.
- Backup documents and reports.
- Documents provided in desired City format.
- Transmittal of Plans and Correction Lists

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, the firm proposes to establish regular pick up of plans on a consistent basis. BV will also utilize a shipping courier at no additional cost to the City. Upon completion of each plan review, the firm will forward a copy of the correction list to both the City and the applicant by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to examine any corrections in person. When plans are completed they are stamped, signed, and forwarded by

BV staff. The firm's transmittal forms will be customized for the City of Chino.



Electronic Plan Review

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years. Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on health and safety during the COVID-19 crisis.

The proposed personnel have extensive experience using many commonly used platforms such as **e-PlanSoft (the City's current system)**, Energov, CityTech, ProjectDox, Bluebeam, Central Square, Accela, and Cityworks.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions.

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

Benefits of Electronic Plan Review to the City

- A paperless solution – available anytime, anywhere
- A web-based tool accessible by customers, applicants and employees
- Improved project management and communication
- Delivers online reports and other data as required by the project
- Simplifies administrative procedures and streamlines communications
- No expensive hardware / software requirements or extensive training

BENCHMARKS FOR PERFORMANCE QUALITY ASSURANCE PROGRAM

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Chino. In doing so, the firm will establish itself as the City's preferred supplier in conformity assessment and certification services in the

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

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



Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to The City. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering into the cost data system.

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

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

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

Project Management and Schedule Controls

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

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

Accurate, Timely, and Responsive Plan Reviews

BV's plan check process highlights the tools and techniques the firm will employ to deliver quality, accurate, timely, and responsive plan reviews:

- **Reliable and Responsive Service:** BV's Project Manager, through the firm's **CARE** plan review and processing program, proactive communication, proven project management tools, and best practices will anticipate the City's needs and quickly respond with accurate and detailed information every step of the way. The firm is available to meet with the City at its convenience to discuss procedures and projects to maintain momentum and schedule.
- **Efficiently Meet Turnaround Review Schedule and Maintain Development Momentum:** A premium will be placed on BV staff's already well-grounded knowledge of the City's processes and requirements to pro-actively facilitate communication and processing. The firm will work to ensure proven quality assurance and schedule control measures are implemented.
- **Maintain Accuracy and Cost Savings Through Proven Processes and Continuity:** BV is able to provide integrated, standardized processes and innovative digital, web-based solutions at no additional cost. Utilized by seasoned staff members who have worked successfully on plan check projects, this helps ensure reviews are consistent, thorough, accurate, and done right the first time. The firm is able to customize its approach for the City based on its needs in order to deliver solutions with positive results.

EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

- **Customized Check Lists and Tracking Logs:** BV will utilize customized check lists and tracking logs for the City of Chino according to its needs to ensure the successful delivery of services.

CARE Program – A Proven, Formalized & Integrated Plan Review Process

The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system’s success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

Coordinator: Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst: Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and “right place” personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer: Our experienced civil engineering and public works plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert: Our experts will provide quality review of applicable plans, studies, and reports in accordance with all accepted engineering, Subdivision Map Act, and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Our Experts provide the quality assurance reviews to each project which will minimize the number of resubmittals.

PLAN REVIEW PROCESS

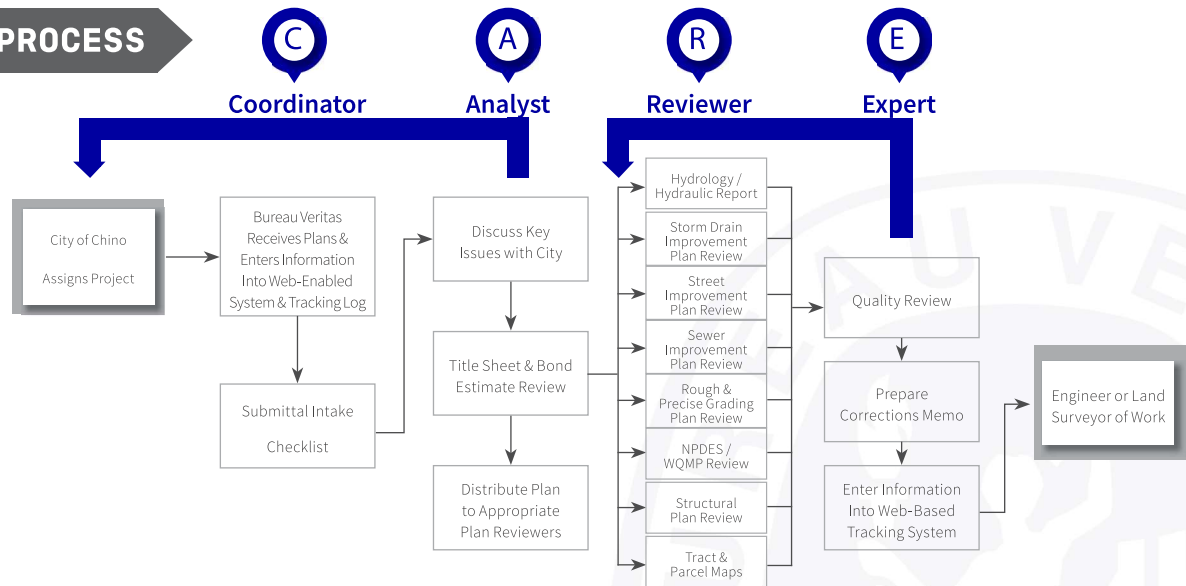


EXHIBIT A: PLAN METHODOLOGY / PROJECT OR SERVICES APPROACH

INNOVATIVE SOLUTIONS AND EFFICIENCY

Bureau Veritas recognizes that plan review processes can be streamlined to enhance communication and expedite project timelines. We propose an innovative supplemental review letter prepared by BV that complements the City's existing plan review process. This letter would incorporate graphics and visual annotations to clearly illustrate review comments and design considerations, making it easier for design engineers to understand and address feedback. The letter would be formatted as a .pdf file for easy upload and archival within the City's system, working in conjunction with the City's standard EPR comments. This approach does not alter the City's established plan review procedures; rather, it provides design teams with additional visual context and clarity to facilitate more efficient revisions and resubmittals. By bridging communication gaps through enhanced graphics and supplemental documentation, BV's solution helps accelerate project timelines while maintaining the City's control over the official review process.

COLLABORATION AND COORDINATION

When you have multiple groups with differing views, resources, and skills applying their intelligence and strength to manage a community, the results can be impressive. They can figure out ways to garner the necessary skills, funds, and time to solve community problems and improve human services. But it requires people who are well-organized, cooperative, and aligned by a common mission. The BV team puts aside the narrow interests of its own organization and gives priority to the broader common good of the larger community. By networking, coordinating, cooperating, and collaborating, the BV team works with all City staff, stakeholders, and organizations to accomplish common goals each entity can't achieve on their own.

BV understands for its services to truly be effective, the firm must earn the trust of our customers by incorporating policies regarding customer service. This encompasses implementing a coordination schedule that may include:

- Weekly status calls with City Project Engineers
- Monthly in-person meetings (or as-needed)
- Project-specific coordination meetings as requested
- Immediate notification of issues exceeding 3-cycle threshold

STAFF AVAILABILITY

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

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

BV will anticipate your project needs and respond with specific, immediate solutions to the challenges associated with residential and commercial developments. Consistency, responsiveness, efficiency, and a positive attitude of our local staff are key components of our approach. As the largest code compliance firm in the United States, we have helped over 500 municipalities, counties, regional and state agencies handle their code compliance needs from full-service building department administration to project specific services.

TEAM RESPONSIVENESS

BV anticipate needs and respond with specific, immediate solutions to the challenges associated with construction projects. In California, our technical team includes over 200 plan review engineers, plans examiners, inspectors, permit technicians, building officials, planners, civil engineers, and environmental experts. We are dedicated to meeting a high standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a dedicated to excellence are key components of our approach. It will allow us to provide timely delivery and exceptional customer service in the most cost-effective manner. We bring a cooperative and creative problem solving approach to plan review and fully understand our role as a team member committed to achieving successful projects with the City of Chino and its customers.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT C: SEPARATE COST FILE

COST PROPOSAL

CITY OF CHINO GENERAL PLAN CHECK SERVICES AND OTHER RELATED ENGINEERING SERVICES

BV's pricing reflects our commitment to the success of the City of Chino by helping you maintain significant quality and cost saving benefits. These include:

- ✓ Reduced plan review turnaround times and rapid responses to inspection requests
- ✓ Implementation of electronic plan review processes to help improve efficiency and control costs
- ✓ Commitment to maintain a proposed rate structure for the life of the initial contract period
- ✓ Highly qualified and licensed/certified staff
- ✓ Assist City staff with special projects involving in the review of complex structural design on as-needed basis
- ✓ Confidence of working with a well-established consultant in business for 198+ years

PLAN CHECK PERCENTAGE OF FEE, BASED ON CITY-COLLECTED FEES	
60% of City-Collected Fees	
HOURLY RATES	
PERSONNEL CLASSIFICATIONS / TITLE	HOURLY BILLING RATE
Senior Professional Engineer - Civil / Structural Engineer (P.E. / S.E.)	\$205.00
Project Manager	\$175.00
Land Surveyor	\$185.00
Civil Engineer (P.E.) / CASp Plans Examiner	\$165.00
Associate Engineer (E.I.T.) / Plan Reviewer	\$135.00
Project Coordinator	\$90.00
Administrative / Clerical Support	\$75.00
TRAFFIC (Subconsultant)	
Senior Engineer/Planner II	\$295.00
Engineer/Planner	\$225.00

- * Cost for materials and incidental services, including travel expenses, copy, printing and plotting: Cost + 10%
- * Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- * Overtime (OT) will be charged at 1.25 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- * Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- * Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval.
- * Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- * On-site hourly services to be invoiced a minimum of 6 hours per day on-site services are provided.
- * Services to be invoiced monthly; plan review fee to be invoiced after initial review.
- * ePlanSoft software licenses not provided by the jurisdiction will be purchased by BV and invoiced to the client at cost.
- * Additional services, if approved, shall be itemized and listed separately at an agreed upon lump sum not to exceed price.
- * Travel Cost when applicable to a project will be invoiced at the appropriate resources hourly classification rate referenced in table above.

Note: The requested Sample Project Fee Proposal and Analysis is illustrated on the following pages.

EXHIBIT C: SEPARATE COST FILE

SAMPLE PROJECT - FEE PROPOSAL AND ANALYSIS

Per the **Proposer Requirements section found in Attachment C - Fee Proposal Instructions**, based on the Sample Project for Fee Proposal Purposes, Bureau Veritas is providing an Hourly Rate Schedule of all applicable personnel below, as well as the information requested in Items 2-6 of the instructions.

Project Description

The project consists of a 25-lot single-family residential subdivision on approximately 10 acres in the general City. The project includes:

- Precise grading on site
- Construction of approximately 1,000 linear feet of new public local residential street
- Curb, gutter, sidewalk, and street lighting
- Storm drain system with on-site water quality treatment
- Domestic water and sanitary sewer improvements
- Street signing and striping
- Final tract map

The initial improvement plan submittal consists of approximately 50 plan sheets, including grading, street, storm drain, water, sewer, street lighting, signing/striping and relevant technical studies (e.g. WQMP, Drainage, Soils). The estimated cost of the public improvements is \$1,000,000.

1. Hourly Rate Schedule (Note: Only personnel classifications applicable to the sample project are shown in the table below.)

HOURLY RATE SCHEDULE		
PERSONNEL CLASSIFICATIONS / TITLE	HOURLY RATE	NOTES
Senior Professional Engineer	\$205.00	Overall QA/QC, complex reviews, Primary technical review
Project Manager	\$175.00	Coordination, technical leadership
Civil Engineer	\$165.00	Standard Reviews
Associate Engineer / Plan Reviewer	\$135.00	Simple Plan Review/Revisions
Project Coordinator	\$90.00	Data compilation, corrections tracking
Administrative / Support Staff	\$75.00	Filing, scheduling, document management

Note: Since the City of Chino utilizes EPlan Soft for reviews, typically limited project coordination/administrative support is needed. Project engineers will handle most of those efforts.

2. Estimated Hours by Personnel Classification

ESTIMATED HOURS BY PERSONNEL CLASSIFICATION				
PERSONNEL CLASSIFICATIONS / TITLE	Cycle 1 Hours	Cycle 2 Hours	Cycle 3 Hours	Total Hours
Senior Professional Engineer	35	18	10	63
Project Manager	2	1	0	3
Civil Engineer	18	9	4.5	31.5
Associate Engineer / Plan Reviewer	8	4	2	14
Project Coordinator	2	1	0.5	3.5
Administrative / Support Staff	0	0	0	0
TOTAL HOURS	65	33	17	115

3. Proposed Staffing Mix & Level of Effort

PROPOSED STAFFING MIX & LEVEL OF EFFORT		
PERSONNEL CLASSIFICATIONS / TITLE	% of Total Hours	Rationale
Senior Professional Engineer	55%	Primary reviewer for all tasks, focus on more complex technical reviews, City municipal codes and standards
Project Manager	3%	Coordination with internal staff and City staff
Civil Engineer	27%	Secondary reviewer for standard tasks
Associate Engineer / Plan Reviewer	12%	Review of simple tasks: cost estimate, quantities and overall plan coordination
Project Coordinator	3%	Intake/assignment of tasks
Administrative / Support Staff	0%	Typically not required due to reviews being on EplanSoft

4. Total Estimated Internal Cost

TOTAL ESTIMATED INTERNAL COST			
PERSONNEL CLASSIFICATIONS / TITLE	Estimated Hours	Hourly Rate	Subtotal
Senior Professional Engineer	63	\$205.00	\$12,915.00
Project Manager	3	\$175.00	\$525.00
Civil Engineer	31.5	\$165.00	\$5,197.50
Associate Engineer / Plan Reviewer	14	\$135.00	\$1,890.00
Project Coordinator	3.5	\$90.00	\$315.00
Administrative / Support Staff	0	\$75.00	\$0
TOTAL INTERNAL COST	115		\$20,842.50

5. Confirmation of Ability to Complete within Budget Cap

Bureau Veritas confirms our ability to complete comprehensive plan check services for this 25-lot residential subdivision project within the maximum available compensation of \$37,800. Our proposed staffing allocation, hourly rates, and estimated 115 hours of effort are structured to deliver thorough technical review across all disciplines (grading, utilities, drainage, traffic, environmental compliance) while maintaining quality standards and meeting City timelines. Our cost estimate of \$20,842.50 provides adequate margin for contingencies while remaining well within the fee cap.

6. Key Assumptions

- ✓ Three review cycles
- ✓ 50 plan sheets as described; significant scope changes trigger fee adjustment
- ✓ Standard complexity — no extraordinary geotechnical or environmental issues requiring specialist consultants
- ✓ Applicant responsiveness — reasonable turnaround on resubmittals (assumes 2-3 week cycles)
- ✓ In-house review — all work performed by firm staff; no third-party consultant fees
- ✓ Digital plan submission — no physical plan handling or courier costs. Excludes final parcel maps that will be signed by Land Surveyor
- ✓ Standard City coordination — no extraordinary meetings or presentations beyond normal plan check process
- ✓ Existing City standards
- ✓ No specialty reviews — assumes standard Civil disciplines
- ✓ Scope exclusions: Final inspection, construction administration, as-built verification, or post-approval services

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT D: SCHEDULE OF PERFORMANCE

EXHIBIT D: SCHEDULE OF PERFORMANCE

Plan Review Turnaround Times

BV acknowledges the City’s maximum turnaround times as outlined in the RFP and shall meet or exceed the City’s requirements. BV can provide plan review activities on a fast-track basis to reduce the impact on project contraction schedules. Turnaround times for each submittal relate to the size and nature of the submittal and impact on the project construction schedule. To reduce turn around times for plan check, the firm uses electronic submittals, phased submittals, conference calling, video-conferencing, and visits by plan check staff to design offices of the engineer or architect.

TYPE OF PLAN CHECK	TIMEFRAMES
Standard	Maximum Working Days
Initial Submittal	10
Second Submittal	5
Third Submittal	3
Final Submittal	2
Revisions/Resubmittals	5
Delta revision change re-construction phase	7
Delta revision change during construction phase	3
Fast Track	
Initial Submittal	7
Subsequent Submittals	3

- For simpler rechecks, services can be performed by appointment at the BV office.
- BV is available to provide valued-added deliverables such as tracking logs, reports, 24/7 access to web-based documents, and electronic plan check. The firm offers maximum flexibility by utilizing remote plan check capabilities.
- If a plan check is anticipated to exceed three cycles, BV shall notify the City immediately.



D1-1