

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES  
BUREAU VERITAS NORTH AMERICA, INC.

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation qualified to do business in California, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 11, 2022 and term extension in Extension No. 1 on August 8, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$10,000, for new total amount not to exceed \$10,000 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by \$867,000, setting the new total allocation for Services in an amount not to exceed \$2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$867,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

BUREAU VERITAS NORTH AMERICA, INC.,  
a Delaware corporation qualified to do business  
in California

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

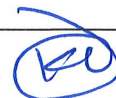
\_\_\_\_\_  
CRAIG BAPTISTA  
Vice President, Facilities Division

Attest:

Approved as to Form:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



EXTENSION NO. 1  
PROFESSIONAL SERVICES AGREEMENT

BUREAU VERITAS NORTH AMERICA, INC.

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 8th day of August 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

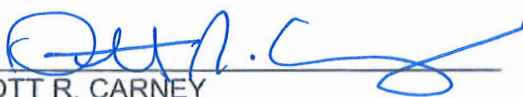
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with Bureau Veritas North America, Inc., a Delaware corporation, on November 11, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.

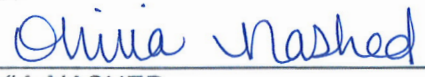
CITY OF LODI, a municipal corporation

BUREAU VERITAS NORTH AMERICA, INC., a  
Delaware corporation



  
SCOTT R. CARNEY  
City Manager

Craig Baptista  
By: CRAIG BAPTISTA  
Title: Vice President, Facilities Division

Attest:

  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney 



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on November 11, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.



## **ARTICLE 3** **COMPENSATION**

### **Section 3.1   Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2   Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3   Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4   Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1    Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2    ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3    Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4    No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Dennis Canright

To CONTRACTOR: Bureau Veritas North America, Inc.  
                                 180 Promenade Circle, Suite 150  
                                 Sacramento, CA 95834  
                                 Attn: Craig Baptista

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the



services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**


☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

#### **Section 4.22 Counterparts and Electronic Signatures**


This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**



ATTEST:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk


CITY OF LODI, a municipal corporation

  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, City Attorney

By:  \_\_\_\_\_  


BUREAU VERITAS NORTH AMERICA, INC., a  
Delaware corporation

  
By: Craig Baptista (Oct 27, 2022 11:27 PDT)  
Name: Craig Baptista  
Title: Vice President, Facilities Division

**Attachments:**

- Exhibit A – Scope of Services
- Exhibit B – Fee Proposal
- Exhibit C – Insurance Requirements
- Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 27081000.72450 & 10061000.72450  
(Business Unit & Account No.)

Doc ID:

CA:Rev.09.2022.LT









# 2022 PSA\_BVNA\_initialed combined

Final Audit Report

2022-10-27

Created:	2022-10-27
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV0cOrBOwU-vxQZDFZgUDi7pXjjPZd2Da

## "2022 PSA\_BVNA\_initialed combined" History

-  Document created by Lorie Waters (lwaters@lodi.gov)  
2022-10-27 - 6:17:48 PM GMT
-  Document emailed to craig.baptista@us.bureauveritas.com for signature  
2022-10-27 - 6:18:22 PM GMT
-  Email viewed by craig.baptista@us.bureauveritas.com  
2022-10-27 - 6:26:45 PM GMT
-  Signer craig.baptista@us.bureauveritas.com entered name at signing as Craig Baptista  
2022-10-27 - 6:27:42 PM GMT
-  Document e-signed by Craig Baptista (craig.baptista@us.bureauveritas.com)  
Signature Date: 2022-10-27 - 6:27:44 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-27 - 6:27:44 PM GMT

## C. SERVICES UNDERSTANDING

### Approach to Services

#### a. Complying with the Scope of Work

We have the extensive capacity and a large pool of licensed and certified building safety experts who are equipped to handle all of the City's needs. Our professionals have considerable experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities, allowing them to tailor solutions specifically to the City's needs. BVNA and our proposed, locally-based staff.

BVNA and our proposed, locally-based staff have a long-established history working for the public agencies and nearby municipalities to perform in-house and outside plan check, inspection, civil and other building department services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.

### CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

Our CARE Program is a formalized and integrated process whereby coordination, analytical, review, and expert management/quality control functions are consistently implemented. This system's success is based on thousands of hours of practical experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. Bureau Veritas provides you with a staff extension that will bind the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The specific roles of each of our CARE elements include:

- **Coordinator:** The Coordinator is the first line of contact for each project submittal and, along with other members of the clerical staff, handles 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.
- **Analyst:** Our Analysts 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” staff 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 Plan Reviewers 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), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.
- **Expert:** Our Experts provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, Subdivision Map Act, and industry professional practices. Experts 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 to minimize the number of resubmittals.

### Plan Review Turnaround Times

At your request, BVNA can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule.



## C. SERVICES UNDERSTANDING

To reduce turnaround times for plan review, we can use electronic submittals, phased submittals, conference calling, and videoconferencing. BVNA has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources we are able to assemble experienced personnel in order to help with project schedule recovery when necessary. Our team will maintain efficient turnaround times on all reviews as a key measurement of our performance for our plan review services.

BVNA will also accommodate preliminary reviews to facilitate fast tracked or accelerated projects. This will aid with timely turnaround and create good public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. Our staff will make recommendations for the resolution if requested. We are also available to meet with agency staff or others as needed to discuss our findings.

Typical turnaround times for plan review are as follows (all numbers are business days):

	Initial Check	Recheck	Expedited Initial Review	Expedited Recheck
Commercial	10	7	5	3
Residential	10	5	5	3
Complex, large, or unusual project	15	10	*	*

\*Turnaround times for unusually complex or large projects can be negotiated.

### Project Review Meetings

Our personnel assigned to City projects are available to attend meetings at the City to address questions or discuss issues with the City staff, design team and/or construction team that may arise on a project. Our designated representative will attend staff, board, and council meetings as required and mutually agreed upon. This individual will be available to provide guidance for City staff, applicants, designers, and contractors. Our team will be available to attend project review meetings with the City as well as federal and state agencies. This service also includes attending and presenting to Design Review Committee, Planning Commission, and City Council meetings, as needed.

### Pick Up and Delivery

BVNA 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, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City.

### Virtual and Remote Inspection Capabilities

The firm has deployed remote inspection, remote supervision, and augmented inspection services in multiple cases and for municipal clients throughout the United States. The firm is pleased to be in a position to leverage this experience to help assist the way it does business in order to elevate safety, quality, and efficiency. The firm strongly believes in the long-term value of these digital platforms in providing options in how inspection services are executed. BV's remote inspection services ensure the firm can keep its employees and City staff safe by eliminating direct contact and adhering to social distancing best practices and keep critical tasks moving forward in the face of possible travel and construction site access restrictions.



## C. SERVICES UNDERSTANDING

### b. Quality Control, Customer Service and Project Management

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using for the intake, track, and review of plans to enhance quality and streamline processing/approval; electronic plan review to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication. Policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals, and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

The BVNA team has a two-step approach to ensuring the delivery of high quality services.

BVNA is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualification of its personnel and its management systems comply with the applicable standards, norms, references or regulations. To maintain the accreditations and certifications, quality assurance methods are built into every function of our service. Quality assurance is achieved through a number of systems and tools.

- Service goals for timeliness, quality and professionalism are defined and tracked
- Training and education is required
- Random audits are performed
- Documented procedures are accessible, monitored, and updated
- Utilization of North America Management System (NAMS) and Corrective Action Response System (CARSys)

One of the tools BVNA uses is NAMS. NAMS is a means to obtain BVNA's objectives of quality excellence as prescribed by the BVNA business model. In order to achieve our goals, BVNA has implemented processes and procedures intended for application at all levels of the organization.

The management system has been implemented and maintained with the aim of satisfying our customer's needs and expectations. In order for NAMS to be effective, the policies and procedures are implemented, continuously monitored and updated.

BVNA maintains the effectiveness of the management system.

The customer feedback is provided through a variety of avenues, examples include the use of a satisfaction survey or face-to-face/on-site communication. Once the customer feedback has been received, the management team then analyzes, measures, and implements the improvements required for quality excellence. The cycle continues until the customer's needs and expectations have been satisfied.

BVNA also utilizes the CARSys Issues Tracking program. CARSys is an improvement tool, which provides a closed-loop process for the management of customer and internal concerns and corrective/preventative actions that result from the concerns or issues. With the flexibility of CARSys, BVNA is able to Identify, Act, Implement and Verify issues.

### c. Statement that Firm is Independent and without Conflicts of Interest

BVNA is an independent firm and properly licensed in California. BVNA warrants and represents that it presently has no interest and covenants and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work.

## D. FEE PROPOSAL

### FEE SCHEDULE

## CITY OF LODI—BUILDING INSPECTION DIVISION CONTRACT SERVICES

SEPTEMBER 8, 2022

Building Plan Review Fees	
65% of the building plan check fees collected by the City of Lodi	
Key Personnel	Hourly Billing Rate*
Senior / Structural Plan Review Engineer/Fire Protection Engineer	\$145
M/E/P Plan Review Engineer	\$135
CASp	\$135
Plans Examiner	\$120
Senior Inspector	\$105 - \$120
Inspector	\$90 - \$105
Permit Technician	\$65 - \$80
Fire Marshal	\$140
Fire Plans Examiner	\$135
Fire Inspector	\$110 - \$125

Rates are non-union and non-prevailing wage- for any prevailing wage projects, BV will discuss rates with the City to account for the Prevailing Wage requirements. All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/4 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

\*Pricing assumes that this contract is non-prevailing wage - for any prevailing wage projects, BVNA will discuss rates with the City to account for the California Prevailing Wage requirements.

\*Hourly rates will be utilized for projects exceed three total checks, revisions to approved plans, and in-house positions.

Rates are subject to annual increase in accordance with CPI.

**Overtime:** All Employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

**Reimbursables:** Reimbursement for employee or company owned vehicles used in connection with the work will be at the current IRS rate.





## EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

### Insurance Requirements for Design Professionals- Architects/Engineers

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim.

#### Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.



(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.






# BVNA - Extension No. 1\_initialed

Final Audit Report

2024-08-01

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