

**SERIAL 13137 RFP BUILDING & CONSTRUCTION PLAN REVIEW SERVICES
(Bureau Veritas)**

DATE OF LAST REVISION: February 26, 2014 CONTRACT END DATE: February 28, 2017

CONTRACT PERIOD THROUGH February 28, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **BUILDING & CONSTRUCTION PLAN REVIEW SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 26, 2014 (Eff. March 01, 2014)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/ub
Attach

Copy to: Office of Procurement Services
Lynn Favour, Planning and Development

(Please remove Serial 10061-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

This Contract is entered into this 26th day of February, 2014 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Bureau Veritas North America, Inc., an Arizona corporation (“Contractor” or “Bureau Veritas”) for the purchase of building and construction plan review services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of March, 2014 and ending the 28th day of February, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
 - 3.1.1 Payment shall be based upon agreed upon deliverables and successful completion.
 - 3.1.2 The Respondent shall submit one (1) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of services
 - Contract Item number(s)
 - Description of Purchase (services)
 - Pricing per unit of service
 - Extended price
 - Total Amount Due

- 3.1.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.1.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (<http://www.maricopa.gov/Finance/Vendors.aspx>)
- 3.1.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B & C", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.3 Errors and Omissions

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Bureau Veritas North America
1201 N. 54th Avenue
Phoenix, AZ 85003-2494

6.6 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the

materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination

6.8 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

6.9 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.16.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.16.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.17 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 SEVERABILITY:

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

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

As part of this Agreement, Contractor will be providing County with licensed use of Contractor's commercial software. No rights to the software or related materials provided are transferred to the County. All rights to the software remain the domain of the Contractor. Further, all products, drawings, materials, recordings, software and other materials licensed and/or provided by Contractor under this Agreement are part of the commercial offering of the Contractor and remain the property of the Contractor. No rights or ownership is transferred to the County.

6.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the

employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 **CONTRACTOR LICENSE REQUIREMENT:**

- 6.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.24 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 6.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

6.27 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.27.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.27.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's proposal (Exhibit C), if applicable, the terms of this Contract shall prevail.

6.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.29.1 Exhibit A, Pricing;

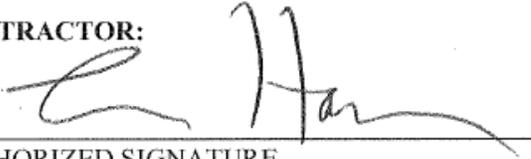
6.29.2 Exhibit B, Scope of Work;

6.29.3 Exhibit C, Contractor Proposal; and

6.29.4 Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



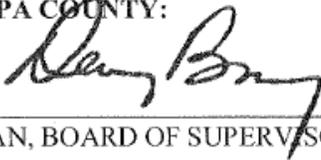
AUTHORIZED SIGNATURE

Sam Hasenin, PE
PRINTED NAME AND TITLE

180 Promenade Cir, Ste 100, Sacramento, CA 95834
ADDRESS

2/6/14
DATE

MARICOPA COUNTY:



CHAIRMAN, BOARD OF SUPERVISORS

MAR 05 2014

DATE

ATTESTED:



CLERK OF THE BOARD 022614

MAR 05 2014

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

March 2 2014

DATE

SERIAL 13137-RFP

NIGP CODE: 96109

COMPANY NAME: Bureau Veritas North America, Inc

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 180 Promenade Circle, Suite 150

Sacramento, CA 95834

REMIT TO ADDRESS: Same as above

TELEPHONE NUMBER: 877-235-0653

FACSIMILE NUMBER: 916-725-8242

WEB SITE: us.bureauveritas.com

REPRESENTATIVE NAME: Michael Vieira

REPRESENTATIVE PHONE NUMBER: 916-514-4529

REPRESENTATIVE E-MAIL: michael.vieira@us.bureauveritas.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: [X] []

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X] []

PAYMENT TERMS: [X] NET 30 DAYS

1.0 PRICING:

FOR BUILDING PLAN REVIEW: Pricing for each job assigned under this contract shall not exceed 58.5% of permit fee. Maricopa County's fees for the types of jobs assigned currently use 1997 UBC Table A with the April, 2003 value table as modified for Arizona. The annual amount of plan review fees to be paid for jobs assigned.

1.1	PLAN REVIEW FEE INSPECTIONS	55% of Permit Fee PER ASSIGNED PROJECT Hourly AS AGREED PER JOB	
1.2	LABOR RATE FOR WORK OUTSIDE CONTRACT		
1.2.1	PRINCIPAL	\$150.00	PER HOUR
1.2.2	STRUCTURE ENGINEER	\$105.00	PER HOUR
1.2.3	SENIOR PLAN REVIEWER	\$95.00	PER HOUR
1.2.4	BUILDING INSPECTOR 1	\$70.00	PER HOUR
1.2.5	BUILDING INSPECTOR 2	\$75.00	PER HOUR
1.2.6	BUILDING INSPECTOR 3	\$80.00	PER HOUR
1.2.7	PLAN CHECK TECHNICIAN	\$85.00	PER HOUR
1.2.8	CLERICAL	\$55.00	PER HOUR
1.2.9	ASSOCIATE	TBD	PER HOUR

FOR DRAINAGE PLAN REVIEW: Pricing for each job assigned under this contract shall not exceed 65% of the Engineering Review and/or Drainage Report Review Fee for Residential projects and 65% of the Review of Precise Plans Fee for Commercial projects. s, including subdivision plats and infrastructure.

1.3 DRAINAGE PLAN REVIEW FEE 61% PER ASSIGNED PROJECT

1.4 HOURLY LABOR RATES FOR DRAINAGE PLAN REVIEW

1.4.1	SUPPLY FLOOD P.E.	\$ 140.00	PER HOUR
1.4.2	SUPPLY FLOOD NON-P.E.	\$ 120.00	PER HOUR

SERIAL 13137-RFP

NIGP CODE: 96109

COMPANY NAME: Bureau Veritas North America, Inc.

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 180 Promenade Circle, Suite 150
Sacramento, CA 95834

REMIT TO ADDRESS: _____

TELEPHONE NUMBER: 877.235.0653

FACSIMILE NUMBER: 916.617.2068

WEB SITE: www.us.bureauveritas.com

REPRESENTATIVE NAME: Patrick Field

REPRESENTATIVE PHONE NUMBER: 916.617.2028

REPRESENTATIVE E-MAIL: patrick.field@us.bureauveritas.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	

PAYMENT TERMS: [X] NET 30 DAYS

1.0 PRICING:

FOR BUILDING PLAN REVIEW: Pricing for each job assigned under this contract shall not exceed 58.5% of permit fee. Maricopa County’s fees for the types of jobs assigned currently use 1997 UBC Table A with the April, 2003 value table as modified for Arizona. The annual amount of plan review fees to be paid for jobs assigned.

The pricing below reflects fees for energy and/or utilities projects only.

1.1	PLAN REVIEW FEE INSPECTIONS	50% PER ASSIGNED PROJECT Hourly AS AGREED PER JOB	
1.2	LABOR RATE FOR WORK OUTSIDE CONTRACT		
1.2.1	PRINCIPAL	\$165.00	PER HOUR
1.2.1.1	PROJECT MANAGER	\$122.25	PER HOUR
1.2.2	STRUCTURE ENGINEER	\$145.00	PER HOUR
1.2.3	SENIOR PLAN REVIEWER	\$135.00	PER HOUR
1.2.4	BUILDING INSPECTOR 1		N/A PER HOUR
1.2.5	BUILDING INSPECTOR 2		N/A PER HOUR
1.2.6	POWER & UTILITIES INSPECTOR	\$115.00	PER HOUR
1.2.7	PLAN CHECK TECHNICIAN		N/A PER HOUR
1.2.8	CLERICAL	\$52.00	PER HOUR
1.2.9	ASSOCIATE - DOCUMENT CONTROL	\$65.00	PER HOUR

FOR DRAINAGE PLAN REVIEW: Pricing for each job assigned under this contract shall not exceed 65% of the Engineering Review and/or Drainage Report Review Fee for Residential projects and 65% of the Review of Precise Plans Fee for Commercial projects. s, including subdivision plats and infrastructure.

1.3	DRAINAGE PLAN REVIEW FEE	<u>61%</u>	PER ASSIGNED PROJECT
1.4	HOURLY LABOR RATES FOR DRAINAGE PLAN REVIEW		
1.4.1	SUPPLY FLOOD P.E.	\$140.00	PER HOUR
1.4.2	SUPPLY FLOOD NON-P.E.	\$120.00	PER HOUR

For unique and/or remote projects travel / subsistence costs may incur a reimbursement charge to the County. These rates will be negotiated prior to each assignment.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The Maricopa County Planning and Development (P&D) department is requesting services to include the review of construction drawings and civil engineered grading and drainage plans to assure compliance with County adopted Building Codes, related Zoning Ordinance requirements, including drainage regulations, adopted drainage policies and standards, and utility grade power generation projects, including applicable Federal guidelines and regulation. The work may also include on-site inspections as needed. Bureau Veritas is the secondary Contractor under this contract and shall be used when the primary Contractor can't perform the work or is unavailable as determined by P&D.

The specific jobs may include residential or non-residential projects. The type of proposed work may include new construction, remodel or additions, subdivision plats and infrastructure, and related inspections. The work may also include safety compliance inspections of existing structures.

If there are any discrepancies between Exhibit B and the Contractor's proposal (Exhibit C) then Exhibit B shall prevail.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 WORK PRODUCT:

The work product shall consist of written comments. The work product may also consist of red-lined plans if requested by Planning & Development. Should P&D procure online submittal capabilities during the contract period, the work product may be expanded to include online plan review comments and/or digital red-lines. The comments or approval/denial letter and one (1) set of plans shall be returned to Planning and Development Department upon project approval.

2.2 ADOPTED CODES:

P&D will supply the current adopted building codes and local amendments and a copy of the adopted zoning ordinance, which will include the drainage regulations, to the Contractor. Future local amendments to the building code and additional zoning ordinance and drainage regulatory amendments are anticipated during the proposed length of this contract. P&D will provide copies of these changes to the Contractor prior to their effective date. Copies of other codes shall be the responsibility of the Contractor.

2.3 REVIEW PROCESS:

The County's review process for jobs selected under this contract shall be as follows:

- 2.3.1 County accepts application or resubmission
- 2.3.2 County determines what jobs will be reviewed by outside firm
- 2.3.3 Contractor notified of job
- 2.3.4 If outside of Maricopa County this will be done by mailing job
- 2.3.5 If inside of Maricopa County the job will be picked up on the following County working day
- 2.3.6 Provide two (2) copies of plans and copy of the application per job
- 2.3.7 Plans reviewed and delivered back to P&D within seven (7) County working days
- 2.3.8 If outside of Maricopa County this will be done by mailing job back to P&D with written comments
- 2.3.9 P&D enters plan review information into computer
- 2.3.10 County notifies applicant

- 2.3.11 Applicant comes to receive permit and pickup plans or comments
- 2.3.12 County answers plan review questions of applicant
- 2.3.13 Alternatively, a representative of the Contractor may be asked to work at P&D offices to simplify this routing process.
- 2.3.14 For inspections, the County will notify the Contractor and the Contractor will make the inspection within 3 business days, or within an alternate timeframe determined with the Contractor in advance, and submit a written inspection report to the County.
- 2.3.15 Any single job may require as few as one review of submitted plans or generally not more than three reviews of submitted plans. Additional or special reviews may be completed at hourly rates. The result of a review of plans shall be a letter indicating approval of plans as submitted or provision of comments. Work may also include on-site inspections. Once a job has been assigned under this contract, it will proceed to approval, denial, expiration or withdrawal by applicant under this contract.
- 2.3.16 If written review comments are unclear only P&D staff may request clarification from the reviewer. Any such clarifications shall be considered as part of the scope of work covered by that job under this contract.

EXHIBIT C
 CONTRACTOR PROPOSAL

Bureau Veritas North America (BVNA) is fully staffed and able to provide all of the services detailed below. We will bring a collaborative and creative problem solving approach to plan review and inspection. Our Project Team can meet collectively with County staff and the design team to collaborate on conceptual design, Alternate Materials and Methods, and system integration of building elements and components for complex and unique projects, as well as providing a thorough review of residential, commercial and industrial projects that are routinely reviewed by our staff.

Our approach is to work through any questions or challenges that come up collaboratively and expeditiously. We fully understand our role as a team member committed to achieving successful projects for the County and its customers. Additionally, BVNA is able to utilize electronic plan review, should this method be preferred.

Plan Review

Our professional plan review engineers and plans examiners have extensive experience in commercial, residential, industrial, energy and institutional projects of all sizes and complexities. BVNA has demonstrated our expertise through the completion of projects ranging from residential remodels, large master planned communities as well as large industrial, commercial and institutional projects. In addition, we have reviewed high rise structures, sports stadiums and large capital improvement projects for compliance with adopted codes and standards; with a vast pool of resources at our disposal we are able to meet all of the challenges posed by the County’s projects.

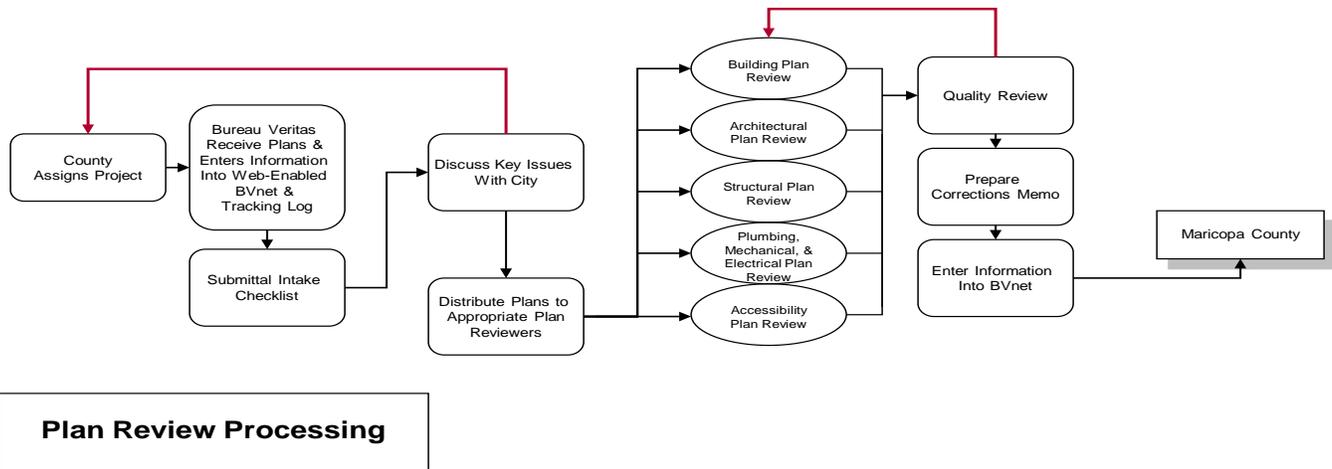
We are able to offer the following plan review services to the County:

- ✓ Architectural, fire and life safety plans examination
- ✓ Structural plans examination
- ✓ Energy code plans examination
- ✓ Barrier free plans examination requirements/Disabled access
- ✓ Mechanical, plumbing and electrical code plans examination
- ✓ Review and approval of alternative materials, alternative design and methods of construction
- ✓ Fire plan review
- ✓ Fire sprinkler and fire alarm system plan reviews
- ✓ Green building code
- ✓ ADA accessibility reviews
- ✓ Civil plans examination
 - Drainage
 - NPDES
 - Grading
 - SWPPP
 - Development
 - Infrastructure

Our proposal plan review turnaround times are detailed in the table below.

Maximum Plan Review Response Times	
Initial Plan Review	7 Business Days
Subsequent Plan Review	5 Business Days

Our plan review process incorporates key expert management and quality control functions that are consistently implemented on each project in order to best serve our clients. Our team of experts will provide quality review of all plans and reports in accordance with accepted engineering and industry professional practices. We will provide the County with staff that have a proven ability to deliver quality reviews and take into account your interests and the interests of the communities and citizens you serve while providing a flexible, working team of experts.



Plan Review Processing

Our team will work cooperatively with all parties involved to identify issues early in the process, and suggest creative solutions to any challenges that arise during the course of this unique and complex project. Plan reviewers will communicate with each other as well as the design team, applicant, and/or County staff who are involved to ensure that code issues and requirements are understood and taken into consideration during the course of the plan review. Our lead reviewers will assume a prominent role for plan review and will utilize the support staff to ensure that our turnaround times are met. We can, and will, bring in any expertise needed within our global staffing network to address any unique design challenges.

Our success depends upon our ability to be responsive to public jurisdiction needs. In order to accomplish this we maintain a large pool of certified plan reviewers and licensed engineers who are ready to respond in times of heavy work load or unexpected increases in plan review activity and who are able to quickly and effectively interact with your staff.

Fast Track Plan Check

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 submittal and its impact on the project construction schedule. To reduce turnaround times for plan review, we can use electronic submittals, phased submittals, conference calling and visits by plan review staff to design offices of the owner’s engineer and architect and to points of fabrication.

Electronic Plan Reviewing

At the request of the County, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the County, or can provide electronic review simply using PDF software. We are offering the use of our award winning electronic plan review and project management system, BVnet, to the County free of charge if requested.

Third Party Plan Check

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints. This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal County plan review fee. With approval of the County, BVNA can provide third party plan reviews/inspections by allowing an applicant to provide payment directly to BVNA for our plan review fee or inspection costs. BVNA shall be solely responsible for the collection of any third-party fees.

We are always available to discuss the results of the review with the applicant. BVNA provides direct client interface with the applicant until all documents are complete and then forwards them to the jurisdiction for permit issuance.

Inspections

BVNA will make an experienced ICC certified inspectors available to the County with minimal notification from the County. Many of our inspectors are local to the area and, in most cases, we will be able to make an inspector available on **within 1 business day** of notification from the County. Our goal is to exceed your service expectations by providing the most qualified inspector within the shortest time frame possible.

BVNA inspection staff has considerable experience in Arizona and is familiar with the climate and typical conditions on the job sites. They will work closely with contractors to navigate any issues during construction, as well as collaborate with plan reviewers and design team to verify that components of the project are built according to the approved plans.

Building Inspectors supplied by BVNA shall provide the following services to Maricopa County under the direction of the Planning & Development Department:

1. Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, verifying that structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing and mechanical code requirements.
2. Perform and document inspections on construction projects to determine that aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, county, state and federal requirements.
3. Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
4. Bring to the attention of Maricopa County for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
5. Coordinate inspections with fire, health and other government agency inspectors, as applicable to the project.
6. Maintain a record of non-complying items and follow up to resolution of such items.
7. Issuance of inspection reports with photo documentation to the County.

The BVNA inspectors will be ICC certified, and may be additionally certified in each area of building safety expertise, including architectural, structural, mechanical, plumbing, and electrical plan review and building inspection.

Inspection requests received from the County will be addressed within 24 hours. A four hour minimum is required.

Power & Utilities Services

BVNA has been actively involved with the power generation industry since 1950. We have been involved with multiple power generation projects including CGT, cogeneration, geothermal, gas transmission, electrical transmission, hydro, solar, steam, and wind power projects. We are a partner who will ensure cost effectiveness and on-time delivery. Working in concert with our clients we have developed and tailored our operating procedures to meet the stringent needs of our clients in this market. We are committed to helping you attain compliance with international standards and the best performance of your assets. In addition, BVNA promises to assist you in attending to the needs of the community.

From design to construction and operation, and, ultimately, to decommissioning BVNA provides you full support to obtain compliance in the construction of power projects. Our team provides high quality engineering plan review and inspection services with a staff that has proven power and utility project experience and expertise.

Our complete engineering plan review and inspection services for power projects include:

- ✓ International code compliance review & inspection
- ✓ Design verification
- ✓ Structural review & inspection
- ✓ Electrical and mechanical engineering review & inspection
- ✓ Special / local ordinance compliance review & inspection
- ✓ Federal environmental monitoring
- ✓ Gas and electric transmission review & inspection
- ✓ Risk Management and claims avoidance
- ✓ Permit issuance assistance
- ✓ Document control
- ✓ Fire Marshal
- ✓ Environmental health and safety services
- ✓ Technical training

Our power & utility experts perform inspections to the following codes and standards:

- ✓ International Code Council
- ✓ ASME
- ✓ Institute of Electrical & Electronics Engineers (IEEE)
- ✓ ASTM International Codes & Standards
- ✓ U.S. Department of Transportation Pipeline Safety Statutes Chapter 601, Title 49
- ✓ National Board of Inspection Code
- ✓ Global pressure equipment inspection
- ✓ Transportable Pressure Equipment Inspection & Certification
- ✓ International & European Transportable Pressure Equipment
- ✓ Shop & source inspections

Public Works Services

Public Works Plan Review Services

As a result of our extensive experience providing development review and processing services to public agencies, we have been able to evaluate those qualities which are essential to providing effective review services. Foremost among these are the following:

- ✓ A thorough command of the County's design standards for drainage and streets, and NPDES enhanced Clean Water Act requirements
- ✓ Clear, friendly and articulate communication with the applicant

Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements, and the requirements of any affected utilities, districts, or agencies. BVNA's professional plan reviewers will provide a comprehensive assessment of the conformance of submitted improvement plans to these quality standards. Civil infrastructure and site plans are reviewed for conformance to the following quality standards:

- ✓ International Building Codes
- ✓ 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
- ✓ Accessibility standards
- ✓ NPDES requirements when applicable
- ✓ Environmental mitigation requirements
- ✓ Requirements of affected outside agencies and utility districts

Improvement Plan Review Tasks

The following outlines our typical scope of services for the review improvement 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 County's drainage standards and grading ordinance
- ✓ Erosion and sediment control provisions
- ✓ Storm Water Pollution Prevention Plans
- ✓ Review horizontal and vertical alignment of streets for conformance to the County's street design standards, check pavement structural section against geotechnical recommendations
- ✓ Review storm sewer system and hydrology/hydraulic calculations
- ✓ Review sanitary sewer system, capacity and hydraulic calculations
- ✓ Review water distribution system for fire hydrant and valve spacing
- ✓ Street light spacing, and location for potential conflicts
- ✓ Review underground utilities for crossing clearances and conflicts
- ✓ Review for compliance with outside agency requirements
- ✓ Review quantities, estimates and schedules

Prompt turnaround of quality plan reviews is the hallmark of our service. To achieve this, it is important for the plan reviewer to see the "big picture" during the approval process and to expedite the review, while assuring adherence to all County standards and requirements.

Development Review & Entitlement Processing

Accurate, Timely Civil Engineering Plan & 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 that comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from registered engineers and land surveyors and quick turnaround review comments in a seamless manner.

Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages to facilitate development agreements along with the review of civil engineering plans and maps for conformance with conditions of approval along with local and other applicable ordinances and standards. All work is performed under the direction of a registered Civil Engineer or Land Surveyor. BVNA utilizes proven best practices, staff specialists, and comprehensive web-based tools to provide timely review, responsiveness, and accurate and detailed review comments.

In order to implement proven best practices BVNA has formulated a Quality Control program that is used to effectively manage the development review and entitlement processing workflow. The tools and processes that we use encourage collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

Map Review and Land Surveying Services

- ✓ Review Final Maps and Parcel Maps for conformance to the requirements of the Maricopa County Subdivision Regulations, Arizona Revised Statutes, Title 11, Chapter 6, Article 1, Section 11-806.01 and ordinances, the approved Tentative Map, and any conditions of approval which have been set by the Planning Commission. Certify the technical accuracy of approved maps in accordance with the Subdivision Regulations of Maricopa County.
- ✓ Review Reversions to Acreage
- ✓ Lot Line Adjustments and Parcel Mergers
Review of legal descriptions prepared to affect Lot Line Adjustments
- ✓ Review and/or preparation of legal descriptions and plats for right-of-way takes, easements, or for other purposes when necessary

- ✓ Review of proposed map amendments and Certificates of Correction

BVNA assembles a team with the expertise to quickly anticipate project needs and respond with specific, immediate remedies to reduce delays and disruptions. The same team manages all aspects of construction from beginning to end. You benefit from a project that is built to your specifications and within budget and schedule.

Our team is experienced in providing pre-construction, construction and post-construction services including constructability reviews, cost estimate review, bidder qualification review, construction inspection, final acceptance inspection, etc.

Stormwater NPDES Compliance

Protecting our Precious Water Resources

A national leader in compliance services, BVNA offers a comprehensive solution to stormwater NPDES compliance needs. Whether you are seeking assistance developing, implementing and coordinating your overall compliance program, or augmenting key tasks during the planning, design, or construction phases of a project, we have the depth of environmental and engineering expertise to meet your compliance requirements.

Our NPDES/Stormwater experts review water quality reports and Best Management Practice (BMP) designs, assist with clients’ NPDES database management and NPDES program management, prepare standard specifications and protocol checklists, and perform NPDES site inspections. Our NPDES/ Stormwater Team assists our civil engineering group through BMP evaluation and design, water quality report preparation, and drainage evaluation and design and drainage report preparation, if needed. Our field inspectors monitor compliance with construction Best Management Practices and work in concert with our engineers to optimize proper structural BMP installation and maintenance applications.

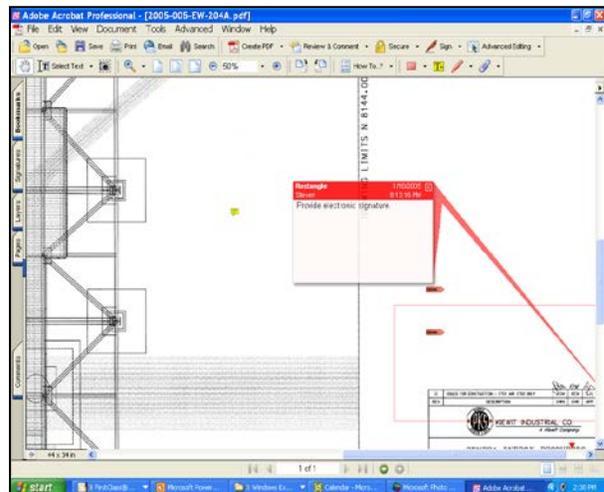
Optional On-Site Support

BVNA staff can be made available to provide services at the Maricopa County Planning & Development Department offices to simplify routing, review and inspection processes. Clerical staff and / or certified Permit Technicians may also be made available to assist with routing, scheduling and permitting procedures. This clerical staff will be provided at the clerical hourly rate listed in “Attachment A.”

BVnet

As an ISO-certified consulting services firm, BVNA has been at the forefront of establishing proven and award-winning best practices and tools to streamline service delivery, enhance communication, and promote transparency. Some of these technologies provide “green” solutions and are highlighted in this section.

As a **nationally recognized leader in electronic submittal and review processes** with numerous national awards BVNA would like to utilize electronic plan review for the benefit of the County. BVnet, our web based electronic system that is easily customized to client needs, allows our plan review staff to complete reviews in a more time and cost efficient manner. BVNA has taken conventional processes of project and contract management, communications with project staff, client communications and deliverables into a secure, web-based, globally accessible environment called BVnet. Submittals of electronic documents and drawings, review/comments, status, project photos, authenticated approvals, certificates and other project/contract data can be securely accessed by clients, jurisdictions, partners and employees at relevant stages of the project. **We offer this service to the County at no charge.**



Customized based on the needs of each client and the requirements of the project, BVnet has the capability to digitize the entire plan review and inspection process, saving precious time and costs. Submittals of electronic drawings and documents, review / comments, status reports, project photos, authenticated approvals, certificates, and other project / contract data can be securely accessed by clients, partners and employees at relevant phases of

the project. Additional features such as inspection requests and document / report searches facilitate interaction between contract participants. To differentiate our services to our clients, BVnet is a comprehensive tool that maximizes efficiency and communications for the duration of a project.

Benefits to Maricopa County:

- ✓ Improves project management, communication and coordination of field activities
- ✓ Provides Key Indicators to add value to BVNA services
- ✓ Eliminates nonproductive tasks (phone, fax, email ...)
- ✓ Reduces paper
- ✓ Streamlines communication between contract participants
- ✓ Online Access to Key Project Details
- ✓ Quick and secure access to reports, certificates, drawings, photos, etc.
- ✓ Exchange of information between contract participants
- ✓ Promotes transparency and collaboration

Communication and Reporting Capabilities:

- ✓ Automatic event driven email notifications including summary report data
- ✓ Download data into other tools for further analysis
- ✓ Extensive reporting and graphing capabilities
- ✓ Generate dynamic key Indicators to add value

EXHIBIT D**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

BUREAU VERITAS NORTH AMERICA, INC, 180 PROMENADE CIRCLE, STE 150, SACRAMENTO, CA 95834

PRICING SHEET: 96109

Terms:	NET 30
Vendor Number:	2011004370 0
Telephone Number:	916-514-4529
Fax Number:	916-725-8242
Contact Person:	Michael Vieira
E-mail Address:	michael.vieira@us.bureauveritas.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2017 .