



**BUREAU
VERITAS**

STATEMENT OF QUALIFICATIONS

PLAN REVIEW AND INSPECTION SERVICES CITY OF MANOR, TX

December 8, 2022

CONTACT REGARDING THIS STATEMENT OF QUALIFICATIONS

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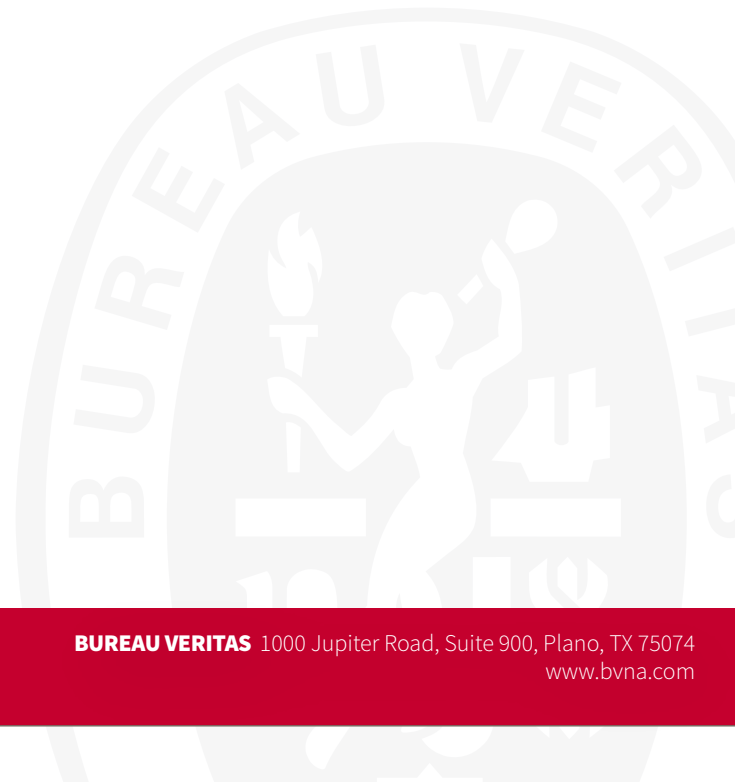
Proposal No. 5037351

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FIRM INFORMATION



BUREAU

VERITAS

FIRM INFORMATION

FIRM HISTORY AND QUALIFICATIONS

Bureau Veritas is a multinational corporation with a history which includes **over 194 years** of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, the firm has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. The firm's local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner and it is the top independent environmental consulting firm and largest elevator inspection firm in the United States.



Within the United States, Bureau Veritas North America, Inc., a corporation incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 100+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently BV is ready to step in immediately at whatever level the City of Manor (the City) requires and bring one integrated source to meet its needs.

The firm has provided conceptual design review, plan review (e.g., structural, mechanical/plumbing, electrical, fire, access compliance, architectural, civil, etc.) and inspection services for more than 500 municipalities throughout the United States. BV's clients include jurisdictions of all sizes, multiple universities and education institutions, and high profile projects.

The firm possesses an extensive background in professional services and its range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. The firm is skilled at helping existing departments augment or refine their current level of client service or capable of crafting a department from the ground up.

What Sets BV Apart

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with both the City and applicants and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the plan review, inspection, and approval process. BV's team will consistently share best practices and discuss resolutions to code interpretations and deficiencies. BV is justly suited to provide plan review and inspection services because the firm is solution oriented and possess:

Unparalleled Code Consulting Expertise

- Proven code compliance, engineering, and building safety track record to more than 500 agencies nationally for more than 47 years
- Project management and staff augmentation expertise
- Key staff which have assisted in the development and implementation of the latest codes

Depth of Resources and Proximity to Meet Peak Workloads

- Building Plan Review and Inspection Services will be provided out of the firm's office located in Plano, TX
- 200+ offices throughout the United States
- Registered architects, engineers, and ICC certified staff dedicated to code compliance

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- First U.S. firm to achieve IAS Certification for third party accreditation (Plano, TX)
- Comprehensive and formalized plan review and inspection procedure
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication including pre-submittal meetings, one-on-one reviews, etc. to expedite the approval process
- Electronic plan review to save time, money, and paper - a **GREEN** solution

FIRM INFORMATION

Strong Municipal Focus

- Assisted in the establishment and management of departments for more than 20 newly incorporated cities
- Provided building, fire, and civil engineering department head positions for more than 50 cities

Putting the Right People to Work for You

BV has extensive resources and a large pool of **licensed and certified experts** who are equipped to handle all of the City's needs. The firm's professionals have extensive experience in educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to client needs.

Competence Through Certification - International Code Council

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified staff to the firm's clients.

Accessibility Inspector	Fire Inspector I
Accessibility Plans Examiner	Fire Inspector II
Building Inspector	Fire Plans Examiner
Building Plans Examiner	Green Building Residential Examiner
Certified Building Code Official	Property Maintenance & Housing Inspector
Certified Building Official	Master Code Professional
Certified Electrical Code Official	Mechanical Inspector
Certified Fire Code Official	Mechanical Inspector UMC
Certified Housing Code Official	Mechanical Plans Examiner
Certified Mechanical Code Official	Plumbing Inspector
Certified Plumbing Code Official	Plumbing Inspector UPC
Combination Inspector	Plumbing Plans Examiner
Combination Plans Examiner	Residential Building Inspector
Commercial Combination Inspector	Residential Combination Inspector
Commercial Energy Inspector	Residential Electrical Inspector
Commercial Energy Plans Examiner	Residential Energy Inspector/Plans Examiner
Disaster Response Inspector	Residential Fire Sprinkler Inspector
Electrical Inspector	Residential Fire Sprinkler Plans Examiner
Electrical Plans Examiner	Residential Mechanical Inspector
Energy Code Specialist	Residential Plumbing Inspector

A Technical Expertise Recognized by Multiple Accreditation Bodies

BV has acquired skills and know-how in a large number of technical areas in addition to a broad knowledge of regulations. The firm is currently authorized or accredited by a large number of national and international delegating authorities and accreditation bodies. BV constantly seeks to maintain, renew and extend its portfolio of accreditations and authorizations. It is subject to regular controls and audits by authorities and accreditation bodies to ensure its procedures, the qualification of its personnel, and its management systems comply with the applicable standards, norms, references, and regulations.

IAS AC251 Accreditation

In October 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review, and Inspection Service Providers Accreditation Program (AC 251). AC 251 outlines requirements for the accreditation of third-party non-governmental providers of building department services and thus recognizes the important role private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on



FIRM INFORMATION

quality management principles and best practices, to ensure the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program to verify the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices which have been an integral part of the company since its founding in 1828.

For Bureau Veritas to achieve IAS accreditation, evaluators assessed Bureau Veritas across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets. The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the International Code Council (ICC). IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies.

Management Systems Certified

As a world leader in Testing, Inspection, and Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. The firm prides itself on its commitment to these principals, and has obtained global certification to each of the following International Management Systems Standards:

- ISO 9001:2015 - Quality
- ISO 14001:2015 - Environmental
- OSHAS 18001:2007 - Health and Safety



SERVICES OVERVIEW



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SERVICES OVERVIEW

SERVICE OFFERINGS OVERVIEW

BV has a robust team prepared to provide the City of Manor with exemplary Plan Review and Inspection Services. The firm's team of expert professionals and the technical resources allows it to provide complete building department administration for jurisdictions both large and small. BV aims to partner with existing jurisdiction staff in a way which best complements their efforts and talents. In some instances, providing a plan review engineer "behind the counter" for two days a week is enough, while other jurisdictions may need a complete development department staff on-site for several years. BV has the capacity to seamlessly adjust its personnel and resources to facilitate both ends of the spectrum and everything in-between.

Partnering with BV provides the City with immediate resources. As the demand on the agency increases, the firm supplements the additional workload by augmenting its resources. Because of the firm's familiarity with the policies and procedures necessary for maintaining a building department, it has the ability to immediately begin assisting the jurisdiction with its code compliance service and administration needs.

One of BV's key assets is the depth of experience its staff possesses. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows BV to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV has worked directly with jurisdictions in a variety of capacities and is familiar and comfortable working in the fast-changing pace of a growing municipality with evolving departments.

The firm's consulting services include, but are not limited to:

- Plan Review
- Inspections
- Permitting
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Administration
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector, and Permit Tech Training

- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Fee Schedule Evaluation and Updates

BV's local presence allows the firm to provide timely delivery and exceptional customer service in the most cost-effective manner. BV will bring a cooperative and creative problem solving approach to the needs of any jurisdiction. The firm fully understands its role as a team member committed to achieving successful projects for its municipal clients and their customers. BV's staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed staff, BV is able to manage numerous and complex projects simultaneously.

Plan Review Services

As the largest plan review firm in the United States, BV provides full-service code consulting and plan review services for compliance with a variety of codes, including the International Building, Plumbing, Electrical, Mechanical, and Fire Codes, as well as the National Electric Codes as adopted by each jurisdiction. The firm has specific experience working through a variety of challenges, including (but not limited to) infill commercial development; adaptive reuse and change of occupancies of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.



BV personnel have performed and managed plan review for thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies (including jails, shipping facilities, and room additions); single-family tract and custom homes; tilt-up shells; and tenant improvements. Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Our large, licensed plan review staff enables us to manage numerous and complex projects simultaneously, as well as provide discipline specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire).

The firm has the capacity to deliver plan review services related to the following disciplines:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Mechanical, plumbing, and electrical code plans

SERVICES OVERVIEW

examination

- Review and approval of alternate materials, alternative design, and methods of construction
- Fire plan check (as-needed) including:
 - » Fire sprinkler/fire alarm
 - » Smoke detection and dampers
 - » Underground

Plan Review Turnaround Schedule

At your request, BV 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. To reduce turnaround times for plan review, the firm utilizes electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with numerous agencies. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to BV's professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the BV's large pool of accessible resources, the firm can assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team maintains efficient turnaround times on all reviews as a key measurement of performance for the provision of plan review services.

BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances client and public relations. If designers include construction drawings which do not conform to the prescriptive requirements of the codes, the City of Manor's designee will have final approval over the plan being reviewed. If requested, BV's staff will make recommendations for resolution. The firm is also available to meet with architects/engineers/designers, City of Manor representatives, or others as needed to discuss findings.

Electronic Plan Reviewing

BV provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat with electronic plan submittal and commenting, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes. This allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

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

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

Digital plan review presents customers with a convenient alternative solution to printing and delivering paper plans to jurisdiction offices at zero cost. BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the jurisdiction and/or designer offices within 24 hours of notification. Should the volume of work be sufficient, the firm proposes to establish regular pickup of plans on a consistent basis. BV will also utilize shipping courier at no additional cost to the jurisdiction and/or designer.

Upon completion of each plan review, BV will forward a copy of the correction list to both the jurisdiction and the designer by mail. When corrected plans are resubmitted, the firm will either follow the previous procedure, or the applicant may schedule an office visit to go over any corrections in person. BV will forward completed plans once they are stamped and signed by the firm's staff. BV's transmittal forms are customized for use unique to the specific jurisdiction.

Inspection Services

BV is dedicated to being client-focused and customizing the work according to your specific needs. The firm can provide inspection services for a single project which presents

unique complexities due to its construction or size, or it can provide enough staff to handle all inspection services for an entire jurisdiction. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. The firm's inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, BV's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building



PROPOSED TEAM



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PROPOSED TEAM

PROPOSED TEAM

BV has assembled a team of experts who are equipped to facilitate exemplary deliverables associated with the provision of Plan Review and Inspection Services to the City of Manor. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work as well as their extensive list of certifications and licenses. The organizational chart below presents lines of communication and areas of work for the proposed professionals. Resumes have been included in the following pages which provide the team's qualifications, professional certifications, overall experience, and recent experience.



Core Management Team

Ty Chapman, C.B.O., M.C.P.

**Director of Operations/
Principal-in-Charge**

Michael Olson, C.B.O.

Area Manager

Key Project Staff

Michael Ramirez

Christopher Stahl

Bryan Ellis



**BUREAU
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RESUMÉ

Ty Chapman, C.B.O., M.C.P. Director of Operations

LICENSES/CERTIFICATIONS

ICC Certified:
 Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 Certified Building Code Official
 Certified Building Official
 Certified Electrical Code Official
 Certified Fire Code Official
 Certified Housing Code Official
 Certified Mechanical Code Official
 Certified Plumbing Code Official
 Combination Inspector
 Combination Inspector - Legacy
 Combination Plans Examiner
 Commercial Combination Inspector
 Commercial Energy Inspector
 Commercial Energy Plans Examiner
 Electrical Inspector
 Electrical Plans Examiner
 Fire Inspector I
 Fire Inspector II
 Fire Plans Examiner
 ICC/AACE Property Maint. & Housing Inspector
 Master Code Professional
 Mechanical Inspector
 Mechanical Inspector UMC
 Mechanical Plans Examiner
 Plumbing Inspector
 Plumbing Inspector UPC
 Plumbing Plans Examiner
 Residential Comb. Inspector
 Residential Energy Inspector/
 Plans Examiner

Texas Department of Licensing and Regulation:
 Master Electrician

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TENURE AT BV

16+

TOTAL YEARS OF EXPERIENCE

25+

With more than 14 years in the code compliance sector, Ty Chapman has extensive experience allocating technical resources, evaluating pre-construction requirements, reviewing design drawings and inspecting all manner of construction projects. Over the course of his career, Ty has served as inspector, plan reviewer, building official and business unit manager.

An expert code professional, Ty has aided in a number of code changes, updating and implementing the latest code adoption for many cities. He also served as Frisco's first combination inspector and created a full-time building inspection department for the city of Anna.

Ty came to BV as a combination inspector in 2004. Clients appreciate his knowledge, attitude and communication skills with contractors, architects and the public. He now serves as Business Unit Manager, where he manages a staff of inspectors.

SELECT PROJECT EXPERIENCE:

Director of Operations

Bureau Veritas North America, Inc.

- Manages inspection services for North Texas area
- Hires and trains inspection staff
- Responsible for operational and implementation functions of business unit
- Conducts follow up inspections to ensure quality
- Administers municipal contracts
- Performs inspections

Building Official/Fire Marshal/ Plans Examiner/Code Enforcement

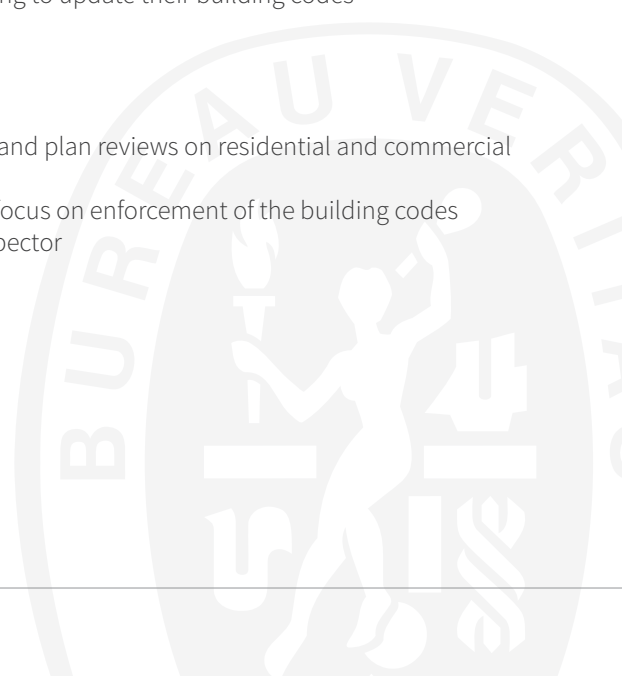
City of Anna

- Created a full-time building inspection/development department for the city
- Conducted fire inspections and served as code training officer for the fire department
- Performed plan review and inspections on all commercial and residential projects
- Consulted with client municipalities looking to update their building codes

Senior Building Inspector/Plans Examiner

City of Frisco

- Conducted multi-disciplined inspections and plan reviews on residential and commercial structures
- Trained new inspectors with the primary focus on enforcement of the building codes
- Recognized as city's first combination inspector





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RESUMÉ

Michael Olson, C.B.O. **Waco Area Manager/Project Manager**

LICENSES/CERTIFICATIONS

ICC Certified:
Residential Plumbing Inspector
Residential Energy Inspector/
Plans Examiner
Residential Building Inspector
Legal Module
Management Module
Building Codes and Standards
Module
Certified Building Official

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
ICC Sustainability Membership
Council
Building Officials Association of
Texas (BOAT) - Vice President,
2015
Texas Municipal League (TML)

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

27+

Michael Olson possesses more than 27 years of experience in the construction and code compliance sectors. His protracted background has lead him to develop an in-depth knowledge of codes, regulations, and legal requirements and how these are applied on a jurisdictional level. Additionally, Michael developed his management and administrative skills during his role as the Director of Community Development for the City of McGregor for over 10 years. Additionally, he was the Senior Building Inspector for the City of Copperas Cove as well as the Chief Building Official for the City of McGregor.

SELECT PROJECT EXPERIENCE:

Waco Area Manager/Inspector

Bureau Veritas North America, Inc.

2018 - Present

Oversees inspection services for the Waco area and hires and trains new inspection staff for said region. As an inspector, performs field inspections to determine compliance with the approved plans and all applicable Federal, State and local codes, ordinances, and standards. Furthermore, documents work, prepares technical reports, and maintains accurate records related to assigned work or projects. Responds to requests for information, assists customers such as developers, contractors, and the public in resolving issues, and provides general information regarding permitting policies, procedures, building codes, standards and requirements, and other related matters.

Director of Community Development

City of McGregor

Managed and directed planning and management initiatives for the City. Worked closely with community partners, businesses, organizations, and the public to develop strategies for improving economic, architectural, and community initiatives while preserving neighborhood and community cohesion. Also monitored programs and budgets for department initiatives.





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RESUMÉ

Michael Ramirez

Building Inspector

EDUCATION

Associates Degree, Electrical/
Mechanical Engineering

LICENSES/CERTIFICATIONS

Residential Electrical Inspector
Residential Plumbing Inspector
Residential Energy Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Accessibility Inspector/Plans
Examiner
Building Code Official

TENURE AT BV

2+

TOTAL YEARS OF EXPERIENCE

35+

Michael is a skilled and detail-oriented electrical designer and building code inspector with over 35 years experience in a multitude of industries including industrial, commercial, residential, and federal government projects. He possesses a diverse background of working on projects throughout the United States, Mexico, and Canada and his experience lies in all facets of building construction, building inspection, and life safety awareness. Additionally, Michael has a construction management background which ranges from coordination of civil, structural, mechanical, electrical, plumbing, and general construction. He is committed to achieving accurate and timely results and excels at planning efficient schedules and routes to maximize productivity while leveraging his expertise in all facets of building construction to attain top-notch building compliance. He is proficient in programs such as Revit, CATIA, AutoCAD, and AutoDesk.

SELECT PROJECT EXPERIENCE:

Inspector

Bureau Veritas North America, Inc.

2020 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, State of Texas, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all 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.

Building Inspector/Building Code Consultant

Private Company

2016 - 2019

Was a commercial building inspector and reviewed for mechanical, electrical, plumbing, building, and accessibility compliance. Provided residential building inspections as well for mechanical, electrical, plumbing, and building compliance. Also acted as a certified building code official.

Owner/Inspector

Private Company

2004 - Present

Specialized in commercial and residential building code enforcement and construction management.

Electrical Engineer and Designer

Private Company

2002 - 2003

Designed primary power distribution systems for educational and commercial facilities. Additionally, designed lighting, telephone, intercom, fire alarm, security, and data systems for educational and commercial applications. He reviewed specifications and reviewed submittals as well as managed electrical projects.



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RESUMÉ

Chris Stahl Building Inspector

Chris Stahl is a Building Inspector with over 24 years of experience. He has various certifications and has gained experience through various courses and projects in his career. Chris Stahl is a hard working individual with the necessary skill set and knowledge to complete any project he is a part of.

EDUCATION

Building Construction Management
- University Of Wisconsin
Apprenticeship And Training
Trust - Associated Builders And
Contractors Of Wisconsin, Inc.

LICENSES/CERTIFICATIONS

State of Texas:
Plumbing Inspector
ICC Certified:
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Residential Building Inspector
Residential Combination Inspector

PROFESSIONAL AFFILIATIONS

International Code Council
Ventura Region Chapter (ICC)
State of Texas

TENURE AT BV

>1

TOTAL YEARS OF EXPERIENCE

24+

SELECT PROJECT EXPERIENCE:

Inspector

Bureau Veritas North America, Inc.

2022 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, State of Texas, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all 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.

Building Inspector II

City Of Jarrell

2021 - 2022

- Ensured compliance with national and state building codes and city ordinances
- Confirmed work is completed in accordance with submitted plans

Building Inspector II

City Of Pflugerville

2020-2021

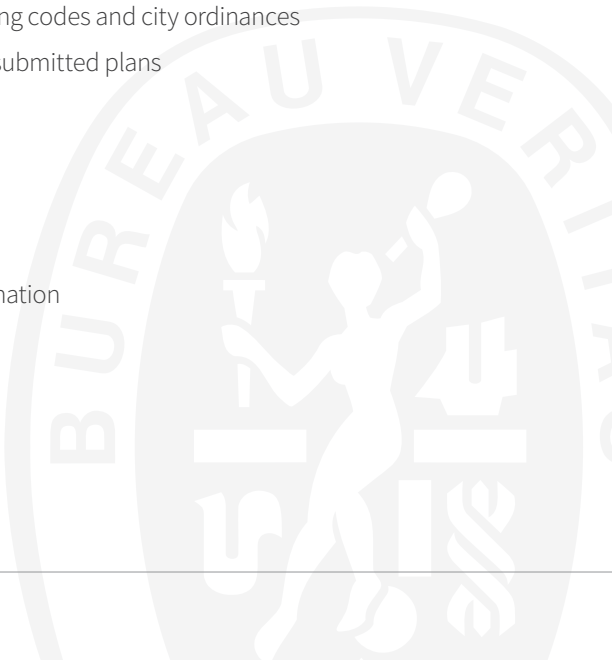
- Ensured compliance with national and state building codes and city ordinances
- Confirmed work is completed in accordance with submitted plans

Journeyman Foreman Electrician

Casper Electric

2015-2018

- Foreman electrician responsible for job site coordination





**BUREAU
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RESUMÉ

Bryan Ellis **Building Inspector**

EDUCATION

High School Diploma,
Lampasas High School

LICENSES/CERTIFICATIONS

Master Plumber License
Plumbing Inspector License
Med Gas Endorsement
Code Enforcement
Residential Building Inspector
Residential Electrical Inspector
10-hour OSHA

TENURE AT BV

>1

TOTAL YEARS OF EXPERIENCE

9+

SELECT PROJECT EXPERIENCE:

Building Inspector **Bureau Veritas North America, Inc.** **September 2022 - Current**

Conducts inspections to ensure building construction is in compliance with the applicable municipal, State of Texas, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all 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.

Owner/Master Plumber **L.S. Plumbing, LLC** **December 2018 - September 2022**

Review and bid plans for residential and commercial projects, hire and manage employees while ordering and coordinating materials and deliveries.

Building Official **City of Lampasas, TX** **July 2015 - December 2018**

Reviewed plans and issued permits on residential and commercial projects. Ran construction board and Planning and Zoning meetings, and attended Council meetings. Handled all inspections inside the city limits and ETJ.

Commercial Plumbing Plans Examiner **City of Austin, TX** **January 2013 - July 2015**

Reviewed plumbing and utility plans for compliance with COA Development Regulation and Plumbing Codes. Assisted a variety of customers including the General Public, Real Estate Developers, General Contractors, and Engineers with Preliminary Plans Reviews, Site plan reviews, and Plumbing Code Requirements.

Represented Triad with Developers and General Contractors while managing 40 plus employees tasked with completing the plumbing and utility portions of large commercial projects. Operational responsibility for purchasing, scheduling, manpower allocation, equipment, maintaining contractual obligations, etc. for both the plumbing and utility portions of large projects.

RELEVANT EXPERIENCE



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BV has extensive experience in the provision of Plan Review and Inspection Services throughout the State of Texas and across the United States. The most important selection criteria for clients who choose BV is expertise. Having provided building and safety services for over a century, the firm is the foremost expert in the field. The firm's greatest asset is its reputation. This reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following provides examples of relevant experience akin to the services being required by the City of Manor.

PLAN REVIEW AND INSPECTION SERVICES

City of Pflugerville, TX

BV currently provides plan review and inspection services to the City of Pflugerville and has partnered with the City for the delivery of the aforementioned services since 2014. Inspection services are conducted on an as-needed basis as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, and Energy Code. Special Inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the City's codes or concealment of any work prior to approval by BV are reported to the Building Official. Non-Structural Plan Review services are conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, and Energy Code, and other provided code related documents, as approved by the City. Applicants are notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the City. Additionally, the firm has provided Building Official Services to the City in the past.

A prominent project the firm has worked on for the City is the Stone Hill Town Center. This 196 acre master planned development has approximately 1,000,000 square feet of retail space and 5,100 feet of street frontage. The project also includes a luxury, multi-family project with 325 units, and is slated for hotel and professional offices as part of its future development.



PLAN REVIEW AND INSPECTION SERVICES

City of Leander, TX

BV has been providing as-needed building and fire plan review and inspection services to the City of Leander since 2015. The firm facilitates a turnkey outsourcing partnership to assist the City on an as-needed basis with various permits and inspections. Plan review services include, but are not limited to, review for compliance with building, fire, zoning, subdivision, and other applicable code provisions as well as for compliance with the applicable state and federal laws. Building inspection services include, but are not limited to, comprehensive field inspections in accordance with the City's adopted ordinances, codes, and standards. Fire inspection services include fire protections systems acceptance testing, fire wall, and other comprehensive field inspections in accordance with the City's adopted ordinances, codes, and standards. Additionally, the firm acknowledges receipt of work order no later than 24-hours after the City sends electronic notification of said order; communicates with City staff and contractors by phone, email, and in person; attends meetings, if necessary, with staff to understand process changes or updates; and proficiently uses the City's system for electronic review and inspection management. Furthermore, BV provides the Building Official and Fire Marshal with a monthly detailed record of all plan reviews and inspections performed.



RELEVANT EXPERIENCE

PLAN REVIEW AND INSPECTION SERVICES

Village of Salado, TX

BV has been providing building and plan review and inspection services to the Village of Salado since 2006. The firm's inspector is retained by the Village under the designation of "Building Inspector" and "Department of Building Safety" and makes all inspections required or requested by the Village under appropriate ordinances and codes. The inspector reviews all building plans submitted to the Village upon request and makes written reports noting code compliance or any deviations from all inspections, and delivers a copy of such reports to the Village's office within two business days after the receipt of request for inspection. Additionally, the inspector may be called upon to perform the following services: Attend meetings of the Village Council, when requested by the Development Coordinator; Attend other public or private meetings involving inspection matters related to the duties performed under the agreement between the Village and the firm; Testify in court proceedings, including civil and criminal courts (excluding expert testimony and/or third party opinions). BV inspectors honor requests for inspection within one business day of receipt. With regards to plan reviews, construction document submittals are picked up within one business day upon notification. Reviewed plans and construction documents are returned no later than ten business days for commercial or multi-family construction projects.



PLAN REVIEW AND INSPECTION SERVICES

City of Florence, TX

BV has been providing plan review and inspection services to the City of Florence since 2012. BV and the representatives of BV are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, and Energy Code. Non-Structural Plan Review services are conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants are notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. Inspection services are conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BV are reported to the City's Building Official.





BUREAU
VERITAS

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**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of ~~Killeen~~Manor, Texas, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents (“Agreement”). Companion Documents shall mean any documents accompanying BVNA’s Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA’s work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA’s time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA’s control. In any of these events, BVNA’s time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client’s staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney’s fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA’s engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA’s opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA’s site representative, can be construed as modifying any agreement between Client and others. BVNA’s presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner’s agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor’s General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. **Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

**ATTACHMENT B
FEE SCHEDULE**

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address

