PINAL COUNTY

Contract 204326ROQ
On-Call Building Safety Residential & Commerical Plan Review Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Brown & Associates Certified Inspection Services, Inc., (Contractor), whose primary address is 15601 N. 40th St. Bldg 130, Phoenix, AZ 85032.

1. CONTRACT TERM. The resultant contract term will commence on March 28, 2021 and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

   4.2 All-Inclusive Pricing.
   Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and

profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.
Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4.7 Travel.

Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized service price as outlined in the Pricing Response Form

A pay request form may be required as well as an invoice. If required, the pay request form will be provided to the consultant for use with each request for payment.

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.

8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)

f. Other Contract Exhibits
g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	**Name: Katie Brown**
Address: PO Box 1348 **Florence, AZ 85132**	**Address: 15601 N. 40th St. Bldg 130** **Phoenix, AZ 85032**
Title: Procurement Officer	**Title: Project Coordinator**
Email: Lorina.Gillette@pinal.gov	**Email: katie@brownandassociates.net**

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where

an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

14.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to

Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County

makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 18.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

14.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. 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.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 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.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those

limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor 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 rating of not less than A-6. 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 the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such 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.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case the other party’s normal remedies and the affected party’s obligations would apply undiminished.

16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all

information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICES, INC** **15601 N. 40th St. Bldg 130** **Phoenix, AZ 85032**
BY: Stephen Q. Miller (Name)	BY: Michael J. Brown (Name)
Chairman (Title)	President (Title)
(Signature)	(Signature)
DATE: February 17, 2021	DATE: January 19, 2021

Approved as to Legal Content:

1/13/21

Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work (SOW)

The Responder shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this solicitation.

1 Building Safety Residential & Commercial Plan Review Services

1.1 Review of residential and commercial building plans per current building codes.

1.2 The work product shall consist of written comments with red-line plans or online plan review comments, data entry and/or digital redlines. The comments or approval/denial letter shall be returned to the County after each review is completed.

1.3 Contractor may be required to abide by Minority & Disadvantaged Business Enterprise practices during the term of the contract for federally funded projects.

204326ROQ Contract Exhibit B

Negotiated Pricing

On-Call Building Safety Residential & Commercial Plan Review Services

Brown and Associates

Submit fee schedule in accordance with the sample below. Respondent may provide a table of costs based on expertise of employee i.e. classification / title.

Item	Classification / Title	Average Hourly Rate	Overhead (maximum 150%)	Net Fee (maximum 10%)	Total Hourly Rate
1	Project Manager / Building Official	$48.08	$61.54	$10.96	$120.58
2	Project Engineer	$40.87	$52.31	$9.32	$102.49
3	Sr. Plans Examiner	$36.06	$46.15	$8.22	$90.43
4	Sr. Permit Specialist	$26.44	$33.85	$6.03	$66.32
5	Administrative	$24.04	$30.77	$5.48	$60.29
6	For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee calculated pursuant to the current fee structure adopted by Pinal County for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at hourly rates listed for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.				
7					
8					
9					
10					
11					
12					

PINAL COUNTY

Exhibit C

Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

PINAL COUNTY

Supplier Contact Information

ON-CALL BUILDING SAFETY RESIDENTIAL & COMMERCIAL PLAN REVIEW SERVICES #204326ROQ

Supplier Name: **Brown & Associates Certified Inspection Services, Inc.**

Street Address (Line 1): **15601 N. 40th Street, Building 130**

Street Address (Line 2):

City: **Phoenix** State: **AZ** Zip Code: **85032**

Main Office Telephone Number: **480-991-3751** Alternate Number:

Website: **www.planreviewandinspections.com**

Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: **Katie Brown**
Role/Responsibilities: **Project Coordinator**
Telephone Number: **480-991-3751** Alternate Number: **480-209-8908**
E-mail Address: **Katie@brownandassociates.net**

If awarded, direct Sales questions to:

Name / Title: **Katie Brown**
Role/Responsibilities: **Project Coordinator**
Telephone Number: **480-991-3751** Alternate Number: **480-209-8908**
E-mail Address: **Katie@brownandassociates.net**

If awarded, direct Contract and Renewal questions to:

Name / Title: **Katie Brown**
Role/Responsibilities: **Project Coordinator**
Telephone Number: **480-991-3751** Alternate Number: **480-209-8908**
E-mail Address: **Katie@brownandassociates.net**

If awarded, direct Accounting questions to:

Name / Title: **Katie Brown**
Role/Responsibilities: **Project Coordinator**
Telephone Number: **480-991-3751** Alternate Number: **480-209-8908**
E-mail Address: **Katie@brownandassociates.net**

BUILDING & LIFE SAFETY CONSULTING

BROWN & ASSOCIATES

O: 480.991.3751 | F: 480.596.5065 | Toll Free: 866.991.3751

November 19, 2020

Pinal County
31 N. Pinal Street, Building A
Florence, AZ 85132

RE: REQUEST FOR PROPOSAL #204326R0Q
ON-CALL BUILDING SAFETY RESIDENTIAL & COMMERCIAL PLAN REVIEW SERVICES

On behalf of Brown & Associates (B&A), we would like to thank you for the opportunity to present this Letter of Introduction and Statement of Qualifications to Pinal County to provide on-call building safety residential and commercial plan review services as outlined in the Request for Proposal No. 204326R0Q.

B&A was established in 1993 and incorporated in August of 2003. Our team is a successful and stable Arizona based corporation. Our locally owned and operated team illustrates how B&A is a 'close-knit' family type organization that is ready to deliver top-notch consistent building safety consulting services with integrity, proficiency, reliability, and tactfulness. Our top priority is to build the trust and confidence of our clients and the communities we work with.

Our team understands that Pinal County is a community where people share a deep sense of pride in what has been accomplished and how far you have come today. Our firm has had the privilege of being a part of Pinal County's resource pool since 2004 providing on-call plan review services for over 2,000 of projects. The partnership we've established demonstrates that our firm **can and will** meet all contractual obligations. Our solid understanding of Pinal County's adopted codes and permitting process has been a significant advantage in providing the requested consulting services.

Our team is comprised of fully credentialed, cross-trained individuals that effectively meets the building safety commitments to Pinal County. Our expertise in the building code environment helps to ensure a safe community. With a group of trained and certified resources, we can always tap into expertise for any specific project type. We understand that every client has a culture and specific requirements or preferences for their building department services, and we pride ourselves on providing customized community development solutions. B&A will serve as your partner and work together to improve efficiencies, reduce costs, and ensure quality to safe-built environments.

Our longevity spanning for almost twenty years, coupled with our corporate values and collective expertise, is what differentiates B&A from the rest. We sincerely wish to serve your current and future needs and offer the following:

- Proven procedures that allows our team to serve as an extension of your staff. Our highly qualified team of experts have extensive experience providing building safety services.
- Team members that are committed, dependable, and dedicated to achieving minimum code requirements to safeguard the public health, safety, and general welfare.
- Our local presence allows maximum responsiveness, reliability, and exceptional customer service in the most cost-effective manner.

We hope that through this proposal you will see that not only do we have the resources and qualifications, but we are also extremely excited to continue our longstanding relationship with Pinal County.

Sincerely,
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

Michael J. Brown, CBO - President
Mike@brownandassociates.net
Office: 480-991-3751 Cell: 480-209-8902

Katie Brown Floyd, Project Coordinator
Katie@brownandassociates.net
Office: 480-991-3751 Cell: 480-209-8908

204326ROQ On-Call Building Safety Residential & Commercial Plan Review Services

Questionnaire – On-Call A Building Safety Residential & Commercial Plan Review Services (Q-34JW)

Question Set – Qualifications/Experience

1.0.1 Experience & history of key personnel working on comparable projects/contracts. Include qualifications and education of both key personnel and support staff.

"the Southwest United States. Our wide range of services has allowed our clients to select those which best fit their needs including compliance for Building Safety, Civil and Fire Plan Review, Inspection Services, and Condition Assessments. Our team also provides Building Department Administration including: Building Official, Fire Marshal, and Permit Technician services. Our team is more than just a consultant to building departments. Our employees serve as an extension of your staff, and we will represent Pinal County in the best possible way. A key ingredient in the success of any project is the interaction of the individuals. Brown & Associates attributes its success to managing every job with personal attention, which has established and earned our company a sturdy reputation our clients have come to trust and depend on. Our expertise in the building code environment helps to ensure a safe community. With a group of trained and certified resources, we can always tap into expertise for any specific project type. We understand that every client has a culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized community development solutions for each client we contract with. We will serve as your partner working together to improve efficiencies, reduce costs, and ensure quality to safe built environments. A key ingredient in the success of any project is the interaction of the individuals. Brown & Associates attributes its success to managing every job with personal attention, which has established and earned our company a sturdy reputation our clients have come to trust and depend on. Brown & Associates' staff of highly qualified and experienced professionals distinguishes our firm as a leader in construction consulting. Each certified individual offers a unique combination of building safety and construction expertise, providing the team with the insight to address the challenges faced in today's construction industry. Clients have relied on B&A as their go-to Building Safety consultant and expert mentors for a variety of accelerated and technical projects. B&A does not base its level of client service on the size of a project. Small or large, simple or complex, the full force and benefit of our team is at your service. We are committed to excellence. Our goal has never been to be the biggest, only the best. Brown & Associates has a demonstrated record of accomplishment of a very low staff turnover, creating a camaraderie very rare in this business. Our team is comprised of fully credentialed, cross-trained staff that effectively meets our building safety commitments to our clients. Our firm's longevity spanning for over almost fifteen years, coupled with our corporate values and collective expertise, is what differentiates B&A from the rest. Our team is comprised of members who have worked together on numerous successful projects, and with differing experiences and backgrounds which increase the creativity of individual team members and the group as a whole. They have been assembled for these services because of the enormous trust and confidence they have in one another. Brown & Associates' staff of highly qualified and experienced professionals distinguishes our firm as a leader in construction consulting. Each certified individual offers a

unique combination of building safety and construction expertise, providing the team with the insight to address the challenges faced in today's construction industry. Clients have relied on B&A as their go-to Building Safety consultant and expert mentors for a variety of accelerated and technical projects. QUALIFICATIONS OF KEY PERSONNEL MICHAEL J. BROWN, CBO CERTIFICATIONS: ICC Certified Building Official, ICC Building Inspector, ICC Electrical Inspector, ICC Plumbing Inspector, ICC Accessibility Inspector/Plans Examiner As President and founder of Brown & Associates, Mike oversees the operation of the company as well as developing and implementing long-rang plans and goals to ensure continued growth. He has built an outstanding reputation for integrity, accountability, honesty and dedication to customer serviced unmatched in the Industry. Through his participation in every role within the company, from Plans Examiner, to Building Official, to Building Inspector, to President and onward, Mike has developed proven expertise constructing high visibility projects that require specialized skills, sensitivity to unique program requirements, and knowledge in all aspects of the construction process. He is a "hands on" owner who prides himself on being readily accessible to each and every project. With over 30 years' experience, Mike has an extensive range of skills on projects such as hospitality, gaming, detention, hospitals, churches, schools, apartments, parking structures, restaurants, water plants and residential. Prior to founding B&A, his past experience was for three Maricopa County agencies, and is a former member of the State of Arizona Plumbing Code Commission as appointed by the Governor. RON PIERI, COL (R), USAF - PE Master of Civil Engineering, UF Bachelor in Civil Engineering, AFA AZ Registered Professional Civil Engineer Commander Ronald "Ron" Pieri, PE (retd.) joined the Brown & Associates team after completing 25 years with the in the U.S. Air Force. Ron is a Civil Engineer with experience in design, cost estimating, site development, construction, college instruction, maintenance, repair and executive leadership of organizations and programs. Ron was responsible for all logistics, civil engineering, security, communications, contracting and family support activities providing support services for approximately 20,000 military, civilian and retired personnel. Ron's propelled 400-man construction company (organized with 29 different trades and specialties) that conducted forward military operations, humanitarian relief projects and major construction projects at locations in the United States, Europe and the Middle East. WAYNE BEFORT, PE, CBO Bachelor of Science in Civil Engineering, UI AZ Registered Professional Structural Engineer AZ Registered Professional Civil Engineer CERTIFICATIONS: ICC Certified Building Official, ICC Building Plans Examiner As a Structural and Civil Engineer, Wayne performs architectural, structural, plumbing, electrical, mechanical, accessibility, model energy and civil plan review and inspections for all of clients at B&A. With almost 40 years' experience, Wayne has an extensive range of skills on projects, including hospitality, gaming, detention, hospitals, churches, schools, apartments, parking structures, restaurants, water plants and residential. He was recently awarded AZBO's Plans Examiner of the Year, and it is this award, along with his out-of-the-box thinking and attention to detail, that ensures our clients are receiving the best product possible. He has been responsible for the structural design and drafting of numerous commercial buildings including office buildings, industrial facilities, warehouses, apartment complexes, parking garages and building rehabilitations. Wayne joined B&A in July of 2007. MICHAEL "MAC" MCMILLAN, CBO CERTIFICATIONS: ICC Certified Building Official, ICC Certified Building Code Official, ICC Building Plans Examiner, ICC Building Inspector, Fire Inspector I, Fire Inspector II As lead Project Manager, Building Official, plans examiner, and building inspector, Mac's extensive

experience on a global scale provides the insight necessary to understand the "big picture" concerns of our clients and to ensure that their goals are exceeded. Project experience includes computer chip fabrication, casinos, hotels, malls, hospitals, power plants, wastewater treatment plants, schools, car dealerships, retail shops, big box stores, processing plants, tenant improvement, apartments, and residential homes. He has worked in conjunction with Fire Marshals from several jurisdictions performing fire prevention mitigation, system review and compliance. His experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. Mac's broad experience and expertise in these areas, bring an understanding of unique problems and the ability to find solutions to meet the need of any client. Mac joined B&A in August 2007 and has worked in Building Safety since 1998. BEN COX, CBO Master of Public Administration, ASU Bachelor in Business Management, UOP CERTIFICATIONS: ICC Certified Building Official, ICC Building Inspector, ICC Building Plans Examiner, ICC Combination Dwelling Inspector, ICC Combination Inspector, ICC Combination Inspector – Legacy, ICC Commercial Fire Sprinkler Plans Examiner, ICC Electrical Inspector, ICC Fire Inspector II, ICC Mechanical Inspector, ICC Mechanical Inspector UMC, ICC Plumbing Inspector, ICC Plumbing Inspector UPC, ICC Reinforced Concrete Special Inspector– Legacy, ICC Residential Combination Inspector, ICC Structural Masonry Special Inspector With over 30 years of experience in the construction industry inspecting residential and commercial projects, issuing building permits, code administration, and code enforcement the diverse experience he has gained in his career makes him an instrumental part of coordinating multiple disciplines on large and small-scale projects. Prior to joining our team, he retired from the City of Gilbert after 20 years. Ben joined B&A July 2017. PATRICK "JOHN" GUNN CERTIFICATIONS: ICC Accessibility Inspector / Plans Examiner, ICC Building Plans Examiner, ICC Residential Plans Examiner, ICC Commercial Building Inspector , ICC Commercial Plumbing Inspector, ICC Fire Inspector I, ICC Residential Building Inspector, ICC Residential Combination Inspector, ICC Residential Electrical Inspector, ICC Residential Mechanical Inspector, ICC Residential Plumbing Inspector. LUCAS "LUKE" HICKS CERTIFICATIONS: ICC Residential Building Inspector ZACH GEBHARDT CERTIFICATIONS: ICC Accessibility Inspector/Plans Examiner, ICC Residential Plumbing Inspector, ICC Commercial Plumbing Inspector, ICC Plumbing Inspector, ICC Plumbing Plans Examiner, ICC Residential Building Inspector ROBERT "BOB" SCHETTLER CERTIFICATIONS: ICC Certified Building Inspector, ICC Certified Commercial Building Inspector, ICC Certified Residential Inspector, ICC Certified Plumbing Inspector UPC, ICC Certified Plumbing Inspector EMILY DIVER Bachelor in Architectural Design, Clemson University CERTIFICATIONS: ICC Commercial Building Inspector, ICC Residential Building Inspector, ICC Certified Permit Technician, ICC Building Inspector KATIE BROWN Bachelor in Business Administration, Grand Canyon University Associates in Business, Scottsdale Community College CERTIFICATIONS: ICC Accessibility Inspector/Plans Examiner, ICC Certified Permit Technician COMPARABLE PROJECTS/CONTRACTS On-Call Contracts for Plan Review and Inspection Services Ak-Chin Indian Community, City of Avondale, City of Buckeye, City of Benson, City of Casa Grande, City of Chandler, City of El Mirage, City of Eloy, City of Flagstaff, City of Goodyear, City of Litchfield Park, City of Maricopa, City of Mesa, City of Sedona, City of Tempe, City of Tombstone, City of Tucson, Cochise County, Gila County, Gila River Indian Community, Gila River Healthcare Corporation, Navajo Nation Department of Corrections, Navajo Nation Fire and Rescue, Navajo Nation Gaming Enterprise, Salt River Pima-Maricopa Indian Community, Salt River Project, Pinal County, Town of Carefree, Town of Florence, Town of

Fountain Hills, Town of Gila Bend, Town of Gilbert, Town of Paradise Valley, Town of Queen Creek, Tohono O'odham Gaming Enterprise."

1.0.2 Familiarity of key personnel with municipal, local and state government standards.

"Our locally owned and operated team of twenty-five individuals illustrates how B&A is a "close-knit" family type organization that is ready to deliver top-notch, consistent building safety consulting services with integrity, reliability, and tactfulness. It is our top priority to build the trust and confidence of our clients and the communities we work with. Since 2004, we have been extremely fortunate to have established, developed and nurtured a sturdy partnership with Pinal County. During these years of service, our team has tailored a consistent staff structuring system that has provided building safety consulting services to over 2,000 Pinal County projects. This demonstrates that our firm can and will meet all contractual obligations. We have a solid understanding of the County's adopted codes, ordinances, and development permitting process, which has been a significant advantage in providing the requested consulting services. Our team understands that Pinal County is a community where people share a deep sense of pride in what has been accomplished and how far you have come today. We take pride in staying organized, finding new ways to solve challenges, and promoting positive growth with efficient time management to meet all project deadlines. We take full advantage of modern communications technology to quickly resolve issues. Ongoing, constant communication between all members of the project team, including the client, consultants, and our in-house personnel is essential to the project's success. We emphasize maintaining the lines of communication to help everyone understand each other's issues and concerns. We've learned that this method has created solid partnerships and greater client satisfaction. Our expertise in the building code environment helps to ensure a safe community. With a group of trained and certified resources, we can always tap into expertise for any specific project type. We understand that every client has a culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized community development solutions for each client we contract with. Our team will serve as your partner working together to improve efficiencies, reduce costs, and ensure quality to safe built environments. With an incredibly vast array of projects and disciplines performed from our staff, we are confident and reliable to perform inspections and plan review on commercial, industrial, or residential buildings during various stages of construction to ensure compliance with applicable adopted Codes, Amendments and Ordinances. Community safety and code compliance with adopted building codes, amendments and local ordinances guide our plan review process. We are experienced in reviewing design documents of all building types and occupancies and are able to provide discipline-specific plan reviews while simultaneously managing numerous complex projects. We are available to represent the County on large, highly-visible, or complicated projects, our engineers and plan examiners will provide unbiased recommendations and background information to help make informed decisions on code-related issues or understandings. Our team will provide notification and code consulting on the status of the items needed for correction and will provide the most cost-effective point of exchange – including meetings, toll-free consultation of communication, and cost-free mail exchange for pick-up and delivery of project documents. B&A has established procedures to assure that records are kept accurately. Qualified staff members prepare, check, monitor, and

assume quality control for all procedures ranging from permit fee calculations to monthly, quarterly, and annual consulting cost expenditure requests. We will guarantee timely submittal of required reports. B&A will utilize a computerized tracking system at our corporate office at no additional cost, and can be provided as part of our ongoing services to Pinal County."

1.0.3 Explanation of how firm handles private sector and public sector contracts to avoid potential conflicts of interest.

"Historically, conflicts between private and public contracts has never been a concern for our firm. Brown & Associates never allows conflicts of interest in our contracts. We will not enter into contracts with private sector clients where we are under active contracts with a public sector client. We decline proposals where we determine a conflict would likely exist. We have a fiduciary responsibility to our company, our employees, and our clients to preserve the integrity of all business conducted and protect the liable interest of all parties involved."

MICHAEL J. BROWN, CBO

President
Certified Building Official



CERTIFICATIONS – ICC #102758

ICC Certified Building Official
ICC Building Inspector
ICC Electrical Inspector
ICC Plumbing Inspector
ICC Accessibility Inspector / Plans Examiner

YEARS OF EXPERIENCE

Industry	34
B&A	17

AFFILIATIONS

Arizona Building Officials (AZBO)
Central Arizona Chapter ICC
Grand Canyon Chapter ICC
International Code Council (ICC)
International Associated of Electrical Inspectors (IAEI)
International Associates of Plumbing and Mechanical Officials (IAMPO)
National Fire Protection Association (NFPA)
Southern Arizona Chapter ICC

As president and founder of B&A, Mike oversees all aspects of the day-to-day operations through management and administration division team leaders, including onsite inspections, plan review, contract administration, and project management.

RELEVANT PROJECT EXPERIENCE

With more than 30 years' experience, Mike has an extensive range of skills on projects, including hospitality, gaming, detention, hospitals, churches, schools, apartments, parking structures, restaurants, water plants and residential.

His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His managerial expertise covers everything from city building inspector positions to Chief Building Official. His broad experience and expertise in these areas, bring an understanding of unique problems and the ability to find solutions to meet the particular need of any City. Mike is always available to City Management, as he has had a direct involvement in all B&A projects in order to monitor the timeliness and quality of services being delivered.

Mike has received several awards in connection with his professional experience including; AZBO Building Official of the Year, 2008 AZBO "The Allen Olsen" Award of Excellence, and during the 1990's, Mike was appointed by the Governor to the State of Arizona Plumbing Code Commission. Mike is known for his commitment to customer service, responsiveness to client requests, and his hands-on management approach.

Mike has had direct hands-on experience with each contract for plan review and inspection services that has been awarded to B&A for the past 17 years. Additional on-call contracts that Mike has provided direct services to are: City of Avondale, City of Benson, City of Buckeye, City of Casa Grande, City of Chandler, City of El Mirage, City of Eloy, City of Flagstaff, City of Litchfield Park, City of Maricopa, City of Mesa, City of Tempe, City of Tombstone, City of Tucson, Cochise County, Gila County, Gila River Indian Community, Navajo Nation Department of Corrections, Navajo Nation Fire & Rescue, Navajo Nation Gaming Enterprise, Pinal County, Salt River Pima-Maricopa Indian Community, Salt River Project, Tohono O'odham Gaming Enterprise, Town of Carefree, Town of Cave Creek, Town of Florence, Town of Fountain Hills, Town of Gila Bend, Town of Gilbert, Town of Gila Bend, Town of Oro Valley, Town of Paradise Valley, Town of Queen Creek, and the Tohono O'odham Gaming Enterprise,

BEN C. COX, CBO

Certified Building Official
Senior Plans Examiner



EDUCATION

Master Public Administration, ASU
Bachelors Business Management, University of Phoenix
Associates of Applied Science, SCC

CERTIFICATIONS

- ICC Certified Building Official
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Combination Dwelling Inspector
- ICC Combination Inspector
- ICC Combination Inspector – Legacy
- ICC Commercial Fire Sprinkler Plans Examiner
- ICC Electrical Inspector
- ICC Fire Inspector II
- ICC Mechanical Inspector
- ICC Mechanical Inspector UMC
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC
- ICC Reinforced Concrete Special Inspector – Legacy
- ICC Residential Combination Inspector
- ICC Structural Masonry Special Inspector

YEARS OF EXPERIENCE

Industry	35
B&A	5

Ben joined Brown & Associates with three decades of code knowledge and customer service skills. Ben has provided technical assistance to customers in both the public and private sector.

Ben thrives on researching and answering complex inquiries and situations related to construction codes on a local, state, and federal level. He is flexible and responsive to the needs of customers in a timely manner. He is committed to anticipating problems before they happen and recognizing cost-effective solutions. Ben has over 30 years' experience in Building Safety; 19 of those at the Town of Gilbert. He progressed through the ranks from a Field Inspector to Building and Fire Plan Review Administrator.

Over the years, Ben has served on multiple committees, including: Central Arizona Home Builders Association, Arizona State Plumbing Code Commission, AZBO Code Development Committee, State Fire Marshal's Committee and Maricopa Association of Governments (MAG). He also held positions on the Central Arizona Chapter ICC as Treasurer and Vice President. Additionally, Ben was also an educator and taught Building Codes at Mesa Community College.

Ben has a vast amount of code knowledge and is eager to share it with the Building and Fire Life Safety Community.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Avondale
- City of Buckeye
- City of Benson
- City of Casa Grande
- City of Chandler
- City of El Mirage
- City of Eloy
- City of Flagstaff
- City of Goodyear
- City of Litchfield Park
- City of Maricopa
- City of Sedona
- City of Tempe
- City of Tucson
- Gila County
- Gila River Indian Community
- Navajo Nation Department of Corrections
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Pinal County
- Town of Carefree
- Town of Florence
- Town of Fountain Hills
- Town of Gila Bend
- Town of Gilbert
- Town of Paradise Valley
- Town of Queen Creek
- Tohono O'odham Gaming Enterprise

MICHAEL "MAC" MCMILLAN, CBO

Project Manager
Certified Building Official



CERTIFICATIONS – ICC #5034331

- ICC Certified Building Official
- ICC Certified Building Code Official
- ICC Building Code Specialist
- ICC Building Plans Examiner
- ICC Building Inspector
- Fire Inspector I
- Fire Inspector II

YEARS OF EXPERIENCE

Industry	23
B&A	13

AFFILIATIONS

- Arizona Building Officials (AZBO)
- Central Arizona Chapter ICC
- Grand Canyon Chapter ICC
- International Code Council (ICC)
- International Associated of Electrical Inspectors (IAEI)
- International Associates of Plumbing and Mechanical Officials (IAMPO)
- National Fire Protection Association (NFPA)
- Southern Arizona Chapter ICC

As project manager, plans examiner, and building inspector, Mac's extensive experience on a global scale provides the insight necessary to understand our clients' "big picture" concerns and to ensure that their goals are exceeded. His project experience includes computer chip fabrication, casinos, hotels, hospitals, power plants, wastewater treatment plants, schools, retail shops, processing plants, tenant improvement projects, apartments, and residential homes. Mac's prior experience includes Willdan and City of Chandler as a plans examiner and building inspector. Additionally, he has worked with Fire Marshals from several jurisdictions performing fire prevention mitigation, system review and compliance. The diverse experience he has gained in his career make him an instrumental part of coordinating multiple disciplines on large and small scale projects.

Mac has been an integral part of the B&A family for almost a decade and has the knowledge, skills, experience and qualifications to oversee the execution of all Building Safety Consulting service performed by the firm. His responsibilities include the performance of construction inspection to assure that work is according to code, plan review, and permit issuance and updates codes, and operations for local clients. He shares B&A corporate responsibility for quality control, interviewing and hiring, training, and staff development.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Avondale
- City of Buckeye
- City of Benson
- City of Casa Grande
- City of Chandler
- City of El Mirage
- City of Eloy
- City of Flagstaff
- City of Goodyear
- City of Litchfield Park
- City of Maricopa
- City of Mesa
- City of Sedona
- City of Tempe
- City of Tombstone
- City of Tucson
- Cochise County
- Gila County
- Gila River Indian Community
- Gila River Healthcare Corporation
- Navajo Nation Department of Corrections
- Navajo Nation Fire and Rescue
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Pinal County
- Town of Carefree
- Town of Florence
- Town of Fountain Hills
- Town of Gila Bend
- Town of Gilbert
- Town of Paradise Valley
- Town of Queen Creek
- Tohono O'odham Gaming Enterprise

RONALD "RON" PIERI , PE

Senior Civil Engineer



EDUCATION

Bachelor of Science in Civil Engineering, US Air Force Academy

Master in Civil Engineering, University of Florida

REGISTRATIONS

Registered Civil Engineer
- Arizona #65838
- Colorado #36192

CERTIFICATIONS – ICC

ICC Accessibility Inspector/Plans Examiner

PTI Certification #01538114

Level 1 Unbonded PT Field Installation

YEARS OF EXPERIENCE

Industry	28
B&A	3

Commander Ronald "Ron" Pieri, PE (retd.) joined the Brown & Associates team after completing 25 years with the in the U.S. Air Force. Ron is a Civil Engineer with experience in design, cost estimating, site development, construction, college instruction, maintenance, repair and executive leadership of organizations and programs. Ron was responsible for all logistics, civil engineering, security, communications, contracting and family support activities providing support services for approximately 20,000 military, civilian and retired personnel.

Since joining B&A in 2017, he was the lead onsite inspector for the Desert Diamond West Valley Casino and has gained vast experience on residential projects from track homes to more complex custom and hillside homes. He has also worked in our fast-paced environment of commercial projects including hotels, assisted living facilities, and casinos. Coming from a civil engineering background, he understands issues involving the mechanics and constructability of systems intended for compliance.

Ron has excellent computer skills which has been extremely beneficial to our clients who input inspection reports electronically.

RELEVANT PROJECT EXPERIENCE

Inspection Services

- City of Buckeye
- City of El Mirage
- City of Litchfield Park
- City of Maricopa
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Tohono O'odham Gaming Enterprise
- Town of Carefree
- Town of Fountain Hills
- Town of Paradise Valley

PATRICK "JOHN" GUNN

Senior Inspector
Residential Plans Examiner



CERTIFICATIONS – ICC #529146

ICC Accessibility Inspector / Plans Examiner
ICC Building Plans Examiner
ICC Residential Plans Examiner
ICC Commercial Building Inspector
ICC Commercial Plumbing Inspector
ICC Fire Inspector I
ICC Residential Building Inspector
ICC Residential CombinationInspector
ICC Residential Electrical Inspector
ICC Residential Mechanical Inspector
ICC Residential Plumbing Inspector

YEARS OF EXPERIENCE

Industry	25
B&A	15

As a building inspector, residential plans examiner, and supervisor, John oversees field operations, assigning project teams, and coordinating manpower and resources.

RELEVANT PROJECT EXPERIENCE

With over 20 years of experience in the construction industry inspecting residential and commercial projects, issuing building permits, code administration, and code enforcement. The diverse experience he has gained in his career makes him an instrumental part of coordinating multiple disciplines on large and small scale projects. John is responsible for ensuring that adequate personnel and other resources are made available under this contract as needed per project and is ultimately responsible for the quality and timeliness of B&A's overall performance.

John joined B&A after six years at Stantec, where he worked as a senior building inspector on residential and commercial projects ensuring compliance with building code standards, municipal ordinances and ADA standards. John previously worked as a Building Official for the City of El Mirage and building inspector and plans examiner for the Town of Gilbert. Prior to working in building safety, John worked as a carpenter in the trades for 12 years. His commitment and expertise ensure the highest level of customer service for clients.

His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His broad experience and expertise in these areas, bring an understanding of unique problems and the ability to find solutions to meet the particular need of any City.

Additional on-call contracts that John has provided direct services to are: City of Avondale, City of Benson, City of Buckeye, City of El Mirage, City of Eloy, City of Flagstaff, City of Litchfield Park, City of Maricopa, City of Tempe, City of Tombstone, City of Tucson, Cochise County, Navajo Nation Department of Corrections, Navajo Nation Fire & Rescue, Navajo Nation Gaming Enterprise, Pinal County, Salt River Project, Tohono O'odham Gaming Enterprise, Town of Carefree, Town of Florence, Town of Fountain Hills, Town of Gilbert, Town of Oro Valley, Town of Paradise Valley, Town of Queen Creek, and the Tohono O'odham Gaming Enterprise.

EMILY DIVER

Plans Examiner



EDUCATION

Bachelor of Science in Architectural Design, Clemson University

CERTIFICATIONS – ICC #8290611

- ICC Commercial Building Inspector
- ICC Residential Building Inspector
- ICC Building Inspector
- ICC Certified Permit Technician

YEARS OF EXPERIENCE

Industry	13
B&A	2

In April 2019, Emily joined the Brown & Associates team as a plans examiner for commercial and residential projects.

Emily's solid foundation of code analysis and interpretation, as well as her in-depth knowledge of building construction standards ensures quality to safe-built environments.

Prior to becoming a part of the B&A team, Emily was a Plans Examiner/Building Inspector for the City of Buckeye and the Town of Camp Verde. Emily also has a decade of experience with various architectural positions.

Persuasive communication, time management, organization, and teamwork have been her key strengths in completing tasks in a professional manner. Her dedicated work ethic and commitment to maintaining company standards, image, and goals in all aspects of work. Emily's proven background and architectural insight has allowed her to excel as a significant contributor to the B&A team.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Buckeye
- City of Benson
- City of El Mirage
- City of Eloy
- City of Goodyear
- City of Litchfield Park
- City of Sedona
- City of Tempe
- City of Tombstone
- Gila River Indian Community
- Gila River Healthcare Corporation
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Pinal County
- Town of Carefree
- Town of Camp Verde
- Town of Fountain Hills
- Town of Paradise Valley
- Tohono O'odham Gaming Enterprise

KATIE BROWN

Project Coordinator



EDUCATION

Bachelor in Business Administration, Grand Canyon University
Associates in Business, Scottsdale Community College

CERTIFICATIONS – ICC #8217237

ICC Accessibility Inspector / Plans Examiner
ICC Certified Permit Technician

YEARS OF EXPERIENCE

Industry	17
B&A	17

In April 2004, Katie joined the family business. Katie is a key link in our client communication network. In addition to her general office duties, she orchestrates contract development for each major project that arrives for bidding. Katie works closely with project managers to continuously monitor and update management with any issues. She serves clients behind the scenes in ways that significantly contribute to the high standards that Brown & Associates maintains. She oversees quality assurance of corporate work products and correspondence

Katie is responsible for the administration of all projects from proposal preparation to final closeout. Transparency of all aspects of our business, from project processing to billing, is a high priority at Brown & Associates and she executes that priority. Katie always has one eye on the future, looking for ways to continuously get better and for new opportunities that move the company forward. Her commitment to the company is essential to her position. Katie's positive and energetic spirit has taken the family business to a new professional level.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Avondale
- City of Buckeye
- City of Benson
- City of Casa Grande
- City of Chandler
- City of El Mirage
- City of Eloy
- City of Flagstaff
- City of Goodyear
- City of Litchfield Park
- City of Maricopa
- City of Mesa
- City of Sedona
- City of Tempe
- City of Tombstone
- City of Tucson
- Cochise County
- Gila County
- Gila River Indian Community
- Gila River Healthcare Corporation
- Navajo Nation Department of Corrections
- Navajo Nation Fire and Rescue
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Pinal County
- Town of Carefree
- Town of Florence
- Town of Fountain Hills
- Town of Gila Bend
- Town of Gilbert
- Town of Paradise Valley
- Town of Queen Creek
- Tohono O'odham Gaming Enterprise

ZACH GEBHARDT

Building Inspector



CERTIFICATIONS

Accessibility Inspector/Plans Examiner
Residential Plumbing Inspector
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector

YEARS OF EXPERIENCE

Industry	2
B&A	2

AFFILIATIONS

Arizona Building Officials (AZBO)

Zach's hard working and careful nature has been evident since he joined Brown & Associates in October 2018. Zach provides residential and commercial inspections services to various clients. His inspection experience includes hotels, apartments, residential, aquariums, government facilities, and auto complexes. He prides himself on being able to administer the code in a friendly and courteous manner.

Zach's eagerness and willing to learn has been astonishing. Within two years of joining the B&A team, Zach has applied himself personally and professionally to the building safety community – he has successfully excelled and obtained six ICC certifications.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Buckeye
- City of El Mirage
- City of Litchfield Park
- City of Mesa
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Town of Carefree
- Town of Florence
- Town of Fountain Hills
- Town of Paradise Valley
- Tohono O'odham Gaming Enterprise

GAVIN GEIGER, EIT

Building and Civil Inspector



EDUCATION

Bachelor in Mechanical Engineering, Minor in Mathematics, Northern Arizona University

REGISTRATIONS

NCEES Engineer-in-Training #169077

YEARS OF EXPERIENCE

Industry	3
B&A	3

Gavin's hard working and careful nature has been evident since he completed his internship with Brown & Associates in June 2017. Gavin provides residential and commercial civil inspections services to various clients. His inspection experience includes hotels, apartments, residential, aquariums, government facilities, and auto complexes. He prides himself on being able to administer the code in a friendly and courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance.

Gavin has excellent computer skills which has been extremely beneficial to our clients who input inspection reports electronically.

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Building Safety Consulting Services

- City of Buckeye
- City of Mesa
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Town of Carefree
- Town of Fountain Hills
- Town of Paradise Valley
- Tohono O'odham Gaming Enterprise

LUCAS "LUKE" HICKS

Building and Civil Inspector



In June of 2017, Brown & Associates welcomes Luke Hicks to the team. Luke is a multi-discipline inspector and provides Building and Civil inspection services for various jurisdictions to ensure code compliance. Luke's attention to detail, along with his work ethic and positive attitude, make him an irreplaceable asset to our team.

Luke's experience makes him a vital resource. Prior to joining B&A, Luke spent 17 years working for Pulte Homes, as a construction superintendent. Luke also served our country with the U.S. Navy as a Search and Rescue Swimmer. Luke's love for what he does makes him a great asset within our company. His work ethic and ambitious drive are truly amazing and stand alone

CERTIFICATIONS

ICC Residential Building Inspector

YEARS OF EXPERIENCE

Industry	20
B&A	3

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Plan Review and Inspection Services

- City of Buckeye
- Town of Fountain Hills
- Town of Gilbert
- City of Mesa
- City of Litchfield Park
- Pinal County
- Town of Queen Creek
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Tohono O'odham Gaming Enterprise

JOHN MARTINEZ

Senior Civil Inspector
Senior Civil Plans Examiner



John Martinez has been a steady and confident presence at Brown & Associates since joining our team. He brings with him an incredibly varied 20+ years' experience in the industry, including everything from being a design draftsman for the Arizona Department of Transportation to senior engineering inspector with the Town of Gilbert.

He was responsible for all city engineering activities including the implementation of Capital Improvement Programs. This included the assessment of infrastructure needs, project development, project prioritization, and revenue programming. John has managed numerous CIP projects from funding, design, bidding, and construction, through completion. His past experience includes street maintenance and rehabilitation, street widening, flood control, storm drains, parking facilities, and parks and recreations.

His attention to detail, prompt feedback, and communication skills have been a proven asset on recent civil projects where he coordinates on-site work with in-office programs. It is these qualities, in addition to his overall dedication to a high quality of work that makes him a true asset at Brown & Associates.

EDUCATION

Associates in Applied Science, Civil Engineering Technology, Glendale Community College

AutoCADD 1 & 2

NICET Certification # 89858
Highway Construction Level III
Underground Utilities
Construction/Water & Sewer Level III

AGTS Supervisors Academy

YEARS OF EXPERIENCE

Industry	30+
B&A	3

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Plan Review and Inspection Services

- City of Buckeye
- Town of Carefree
- Town of Fountain Hills
- Town of Gilbert
- City of Mesa
- Town of Paradise Valley
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Tohono O'odham Gaming Enterprise

ROBERT "BOB" SCHETTLER

Senior Inspector
Plans Examiner



CERTIFICATIONS – ICC #505523

ICC Building Inspector
ICC Commercial Building Inspector
ICC Plumbing Inspector
ICC Plumbing Inspector UPC
ICC Residential Building Inspector

YEARS OF EXPERIENCE

Industry	25
B&A	17

AWARDS

2013 AZBO Building Inspector of the Year

Bob performs combination building inspections and plan reviews for various jurisdictions to ensure code compliance. He has extensive multi-disciplinary experience in residential and commercial building construction projects.

RELEVANT PROJECT EXPERIENCE

With more than 20 years' experience, Bob has an extensive range of skills on projects, including hospitality, gaming, detention, hospitals, churches, schools, apartments, parking structures, restaurants, water plants and residential.

He has extensive multi-disciplinary experience in residential and commercial building construction projects. Bob has been a part of B&A since its conception, and is a driving force in the organization and training of our talent in the field. He also provides ongoing leadership to our self-perform work operations, helping us provide better control and service to our customers.

His ability to strike a balance between minimum code requirements and practical application in the field makes him a highly valued asset to the team. Through a demonstrated commitment to excellence, Bob has built a solid reputation for providing personalized service and strategic solutions

His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His broad experience and expertise in these areas, bring an understanding of unique problems and the ability to find solutions to meet the particular need of any City.

Additional on-call contracts that Bob has provided direct services to are: City of Avondale, City of Benson, City of Buckeye, City of El Mirage, City of El Mirage, City of Flagstaff, City of Litchfield Park, City of Maricopa, City of Tempe, City of Tombstone, City of Tucson, Cochise County, Navajo Nation Department of Corrections, Navajo Nation Fire & Rescue, Navajo Nation Gaming Enterprise, Pinal County, Salt River Project, Tohono O'odham Gaming Enterprise, Town of Carefree, Town of Fountain Hills, Town of Gilbert, Town of Oro Valley, Town of Paradise Valley, and the Town of Queen Creek

PATTI SCHECHTER

Operations Manager



Patti has almost three decades of administrative management and accounting experience, along with more than 18 years of experience in building safety. Her current responsibilities include tracking all project documents, final preparation of plan review comment letters and verification of valuation and fee report calculations during the plan review process. She assists clients and applicants with project status and inquiries, and explains the requirements of the Codes and Ordinances as applicable. Patti provides quality assurance of work product, retains and updates project files including field inspection reports, and maintains in our office Code and Ordinance information for multiple jurisdictions. She is the "point person" for clients regarding changes to their processes and procedures and is responsible for updating the Building Safety staff of each jurisdiction's requirements. With Patti's oversight, clients can rest assured that our employees and job coordination are properly notified and operate efficiently.

Patti is Chair of the Arizona Permit Tech Committee.

AWARDS

2016 AZBO Award of Merit 2016 AZBO Chairman's Award
2015 AZBO Administrative Assistant of the Year
2011 AZBO Chairman's Award
2009 Years of Outstanding Service
2007 AZBO Excellence in Service Award
2006 AZBO Permit Technician of the Year

YEARS OF EXPERIENCE

Industry	22
B&A	17

RELEVANT PROJECT EXPERIENCE

On-Call Contracts for Plan Review and Inspection Services

- City of Avondale
- City of Buckeye
- City of Benson
- City of Casa Grande
- City of El Mirage
- City of Eloy
- City of Flagstaff
- City of Litchfield Park
- City of Maricopa
- City of Tempe
- City of Tombstone
- City of Tucson
- Cochise County
- Gila County
- Navajo Nation Department of Corrections
- Navajo Nation Design & Engineering
- Navajo Nation Fire and Rescue
- Navajo Nation Gaming Enterprise
- Salt River Pima-Maricopa Indian Community
- Salt River Project
- Pinal County
- Town of Carefree
- Town of Fountain Hills
- Town of Gilbert
- Town of Paradise Valley
- Town of Queen Creek
- Tohono O'odham Gaming Enterprise

ADAM GUNN

Office Administrator



Adam Gunn has demonstrated incredible initiative and ability to adapt quickly since joining the Brown & Associates team in 2009. Adam graduated from Mesa Community College in 2013 with an Associate's Degree in General Studies. His responsibilities include logging in plans, preparing tracking reports, filing, and office organization. He is our "inspector liaison," assisting with inspection reports and scheduling and making sure all inspection reports are sent out in a timely manner. Adam's willingness to learn and attention to details and procedures make him an important part of the Brown & Associates team.

EDUCATION

Associates in General Studies, Mesa Community College

YEARS OF EXPERIENCE

Industry	11
B&A	11

TOMISHA ROBERTO

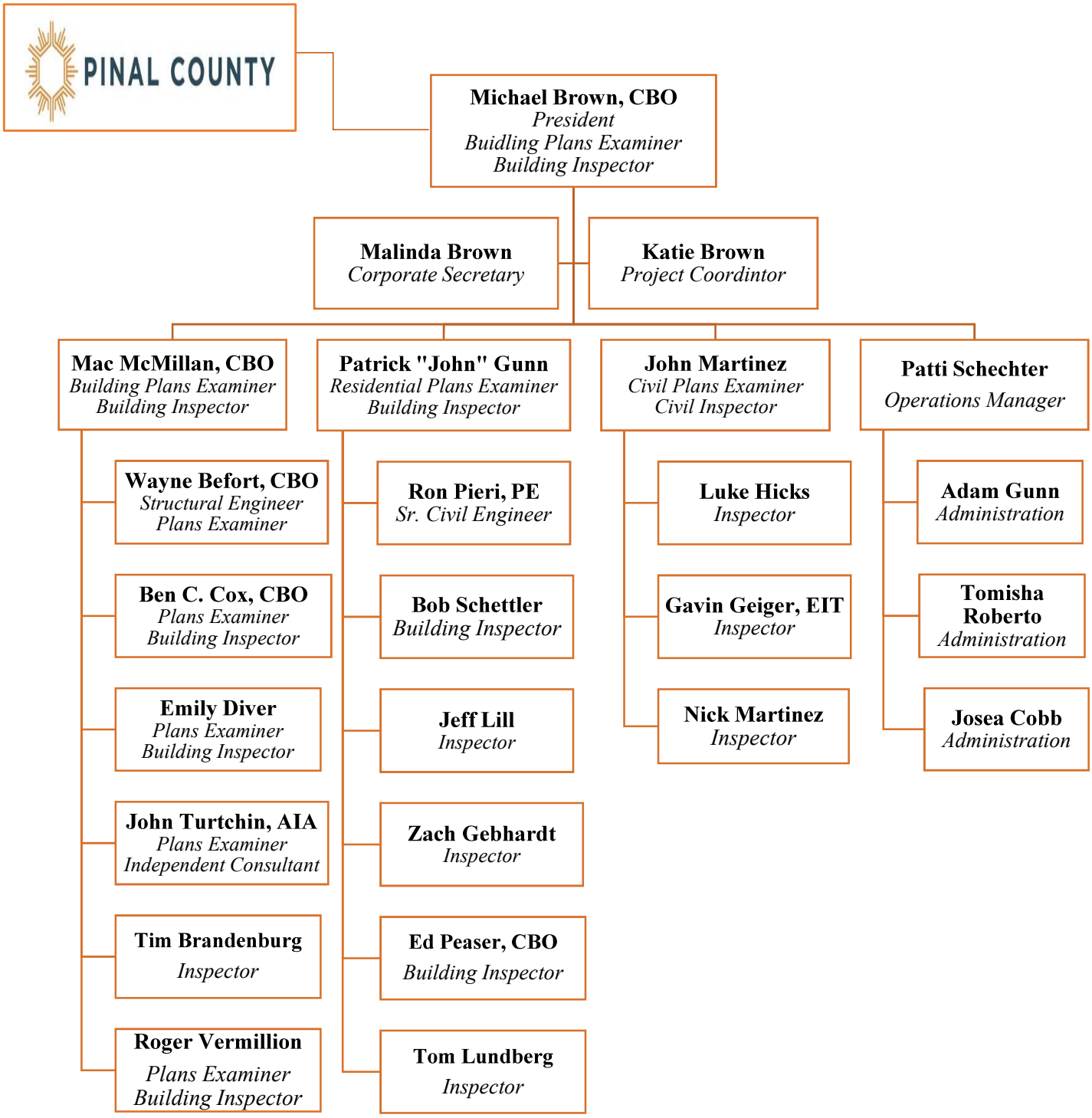
Office Administrator



Tomisha joined Brown & Associates as an Office Administrator in August of 2019. She brought with her several years of customer service experience. She is our first point of contact as you step through the Brown & Associates door, she keeps a smile on her face, maintains upbeat attitude no matter the situation.

Her responsibilities include telephone and front desk reception, logging in plans, routing and tracking plans, records management, office organization, filing, and assisting with documentation of inspections reports. Tomisha assists all staff as needed.

Tomisha not only has an appetite to learn and grow in this industry, but she also wants to give back to our community. She is a great asset to our Brown & Associates team.


PINAL COUNTY
Michael Brown, CBO
President
Buidling Plans Examiner
Building Inspector
Malinda Brown
Corporate Secretary
Katie Brown
Project Coordintor
Mac McMillan, CBO
Building Plans Examiner
Building Inspector
Patrick "John" Gunn
Residential Plans Examiner
Building Inspector
John Martinez
Civil Plans Examiner
Civil Inspector
Patti Schechter
Operations Manager
Wayne Befort, CBO
Structural Engineer
Plans Examiner
Ben C. Cox, CBO
Plans Examiner
Building Inspector
Emily Diver
Plans Examiner
Building Inspector
John Turtchin, AIA
Plans Examiner
Independent Consultant
Tim Brandenburg
Inspector
Roger Vermillion
Plans Examiner
Building Inspector
Ron Pieri, PE
Sr. Civil Engineer
Bob Schettler
Building Inspector
Jeff Lill
Inspector
Zach Gebhardt
Inspector
Ed Peaser, CBO
Building Inspector
Tom Lundberg
Inspector
Luke Hicks
Inspector
Gavin Geiger, EIT
Inspector
Nick Martinez
Inspector
Adam Gunn
Administration
Tomisha Roberto
Administration
Josea Cobb
Administration