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 Bureau Veritas North America, Inc., (Contractor), whose primary address is 17200 N. Perimeter Dr. Ste 100, Scottsdale, AZ 85255.

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: Craig Baptista** |
| **Address: PO Box 1348**<br>**Florence, AZ 85132** | **Address: 17200 N. Perimeter Dr. Ste 100**<br>**Scottsdale, AZ 85255** |
| **Title: Procurement Officer** | **Title: Vice President** |
| **Email: Lorina.Gillette@pinal.gov** | **Email:** craig.baptista@bureauveritas.com |

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**<br>**31 N. Pinal Street**<br>**Florence, AZ 85132** | **BUREAU VERITAS NORTH AMERICA, INC.**<br>**17200 N. Perimeter Dr. Ste. 100**<br>**Scottsdale, AZ 85255** |
|---|---|
| BY: Stephen Q. Miller<br>(Name) | BY: Craig Baptista<br>(Name) |
| Chairman<br>(Title) | Vice President - West<br>(Title) |
| (Signature) | Craig Baptista<br>(Signature) |
| DATE: February 17, 2021 | DATE: January 15, 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.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

204326ROQ Contract Exhibit B

Negotiated Pricing

## On-Call Building Safety Residential & Commercial Plan Review Services

**Bureau Veritas North America, Inc.**

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 | Principal-In-Charge | NA | NA | NA | NA |
| 2 | Project Manager | $62.00 | 119.89% | 10% | $149.96 |
| 3 | Fire Protection Engineer | $55.00 | 119.89% | 10% | $133.03 |
| 4 | Structural Engineer | $55.00 | 119.89% | 10% | $133.03 |
| 5 | Plan Review Engineer | $52.00 | 119.89% | 10% | $125.77 |
| 6 | ICC Plans Examiner | $44.00 | 119.89% | 10% | $106.43 |
| 7 | Fire Plans Examiner | $47.00 | 119.89% | 10% | $113.68 |
| 8 | Building Inspector | $40.00 | 119.89% | 10% | $98.76 |
| 9 | Permit Technician | $29.00 | 119.89% | 10% | $70.15 |
| 10 | Administrative / Clerical | $23.00 | 119.89% | 10% | $55.62 |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |

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: Bureau Veritas North America, Inc.

Street Address (Line 1): 17200 N. Perimeter Drive, Suite 100

Street Address (Line 2):

City: Scottsdale State: AZ Zip Code: 85255

Main Office Telephone Number: 480.777.1800 Alternate Number:

Website: www.bvna.com

## Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: Craig Baptista, Vice President – West Region

Role/Responsibilities: Serves as Vice President for the West Coast code compliance division. Oversees plan review and inspection activities to ensure Bureau Veritas North America, Inc. has ample resources to meet turnaround times and provide quick responses to inspection requests.

Telephone Number: 916.514.4516 Alternate Number: 916.291.9151 (Mobile)

E-mail Address: craig.baptista@bureauveritas.com

If awarded, direct Sales questions to:

Name / Title: Craig Baptista, Vice President – West Region

Role/Responsibilities: Serves as Vice President for the West Coast code compliance division. Oversees plan review and inspection activities to ensure Bureau Veritas North America, Inc. has ample resources to meet turnaround times and provide quick responses to inspection requests.

Telephone Number: 916.514.4516 Alternate Number: 916.291.9151 (Mobile)

E-mail Address: craig.baptista@bureauveritas.com

If awarded, direct Contract and Renewal questions to:

Name / Title: Craig Baptista, Vice President – West Region

Role/Responsibilities: Serves as Vice President for the West Coast code compliance division. Oversees plan review and inspection activities to ensure Bureau Veritas North America, Inc. has ample resources to meet turnaround times and provide quick responses to inspection requests.

PINAL COUNTY

Telephone Number: 916.514.4516 Alternate Number: 916.291.9151 (Mobile)
E-mail Address: craig.baptista@bureauveritas.com

If awarded, direct Accounting questions to:

Name / Title: Patricia Kivett, Accounting Manager
Role/Responsibilities: Will manage all accounting functions associated with the contract.
Telephone Number: 916.678.5882 Alternate Number:
E-mail Address: patricia.kevitt@bureauveritas.com

# **INTRODUCTORY** LETTER

November 20, 2020

Lorina Gillette, CPPB
Procurement Officer, Pinal County
31 N. Pinal Street
Florence, AZ 85132

Dear Ms. Gillette,

Bureau Veritas North America, Inc. (BV) is pleased to present its proposal to provide **On-Call Building Safety Residential and Commercial Plan Review Services** to Pinal County (the County). BV takes great pride in its ability to provide exemplary services to its clients and is prepared to find solutions through flexibility, integrity, and innovation in an effort to enrich the lives of those who call Pinal County home beyond expectation.

BV has provided commercial and residential plan review and inspection services for over 100 agencies in Arizona and throughout the western United States. Furthermore, a cornerstone of our expertise has been the provision of on-call services and we have served over 150 agencies in this capacity and are prepared to bring this deep experience to the County. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. Our commitment to providing accurate and appropriate solutions to our clients and ability to quickly and efficiently meet the needs of the communities we serve makes BV an ideal partner for the County. For more than 15 years, BV has supported multiple jurisdictions within the State of Arizona including the City of El Mirage, City of Phoenix, City of Flagstaff, City of Sedona, City of Tempe, State of Arizona, and Arizona State University. **Additionally, we have had the opportunity to develop a unique understanding of Pinal County and its needs through the provision of support to jurisdictions within the County.**

BV offers optimal solutions to deliver quality services:

- Unparalleled building safety residential and commercial plan review services
- Established relationships to ensure timely reviews, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services. Services will be provided out of BV's office located in Scottsdale, AZ.
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

BV is committed to meeting and exceeding agreed upon turnaround times. Furthermore, **the firm can offer a web-based electronic plan review and document control system** which will give Pinal County secure, around the clock access to critical plan review information. The firm has the local expertise, staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews.

On behalf of the entire Bureau Veritas North America, Inc. team, we look forward to continuing our successful and professional work relationship with Pinal County by promoting transparency in our work, improving efficiencies, and exceeding the County's expectations. BV will hold this offer open for one hundred eighty (180) days after the solicitation due date indicated within the Executive Summary section (November 20, 2020) of the County's solicitation (#204326ROQ).

Sincerely,

Craig Baptista, M.B.A., Vice President- Facilities Division, West Region
180 Promenade Circle, Suite 150
Sacramento, CA 95834
916.514.4516 (Office); 916. 291.9151 (Mobile)
craig.baptista@bureauveritas.com

Jason Field, C.B.O., Project Manager
17200 N. Perimeter Drive, Suite 100
Scottsdale, AZ 85255
602.308.3841 (Office); 602.284.3340 (Mobile)
jason.field@bureauveritas.com

**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.

*"BV is the largest plan review firm in the United States, providing full service code consulting and plan review services. The firm's personnel have performed and managed plan review for thousands of projects. Project types include office and industrial, hotels, institutional occupancies, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure. BV's staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Geotechnical, lab testing, and other reports are considered in the plan review process. The firm is well positioned to meet the needs of the County and deliver discipline-specific plan reviews (e.g., structural, mechanical, access, street, drainage, map, civil infrastructure, etc.) The firm has specific experience working through a variety of challenges including infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects, and high tech, research and development facilities. BV possesses extensive resources and a large pool of licensed and certified building safety experts who are equipped to handle all of the County's requirements, including building and fire plan review, building inspection, permit and counter services, code enforcement, LEED review, ADA compliance, and building official services. The firm's professionals have considerable experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities, allowing them to tailor solutions specifically to the County's needs. BV's plan review services for the County shall endeavor to adhere to current codes, with detailed plan review letter comments and red-line plans, reference plan sheets numbers and code sections, and two copies (one electronic) of the plan review corrections list are provided for each reviewed project. Services include recheck of plans after the applicant has made corrections, review and recheck of field changes, and deferred submittals and review and recheck of additional work on the project as needed. For nearly four decades BV has provided comprehensive municipal consulting services, including building safety services, throughout Arizona and the Western United States. The following is a summary of the firm's key personnel's experience in performing similar services for public entities, including county, city, and municipal clients. Since 2012 BV has been providing in-house building plan review and inspection services to the City of Phoenix, AZ. These services are delivered for new and existing commercial and residential projects and inspectors report to the City to conduct daily inspections of residential and commercial structures. The firm has completed many successful projects over the years for the City including tenant improvements to the Abrazo Maryvale Hospital and the Jewish Family and Children's Service (JFCS) Facility. BV's work on various projects for the City has resulted in cost-effective solutions while providing superior customer service. Proposed personnel who have worked with the City of Phoenix include Craig Baptista and Jason Field. Since 2018 BV has been providing building plan review and inspections services to the City of Flagstaff, AZ. The*

*firm's on-call services include the review of structural, mechanical, plumbing, and electrical plans for residential and commercial projects, new building construction, and industrial scale building projects. Notable projects in the City include Mission Linen Supply, The Joint Chiropractor, Flagstaff Mall, Flag Town Lofts, and multiple Circle K stores and fueling stations. The firm is proud to be the City's partner in facilitating a successful, professional relationship by augmenting the City's building department staff, promoting transparency in BV's work, and exceeding expectations. Proposed personnel who have worked with the City of Flagstaff include Craig Baptista, Jason Field, and Cristian Son. BV also has extensive experience providing services to higher education institutions including Arizona State University (ASU). Since 2014 the firm has been providing building and fire plan review and inspection services to the university and was recently added to the institution's consultant roster to provide various architectural and engineering services in early 2020. Bureau Veritas was selected by ASU through the institution's annual request for qualifications for facility related professional services to provide building and fire plan review and inspection services and has done so for multiple projects. The firm provides high quality customer service to ASU and works closely with the University's staff as well as designers, contractors, and project managers. BV's staff is available to respond to the University's inquiries on a daily basis and attends meetings upon the University's request. One prominent venture the firm was chosen to provide inspection services for was the Barrett College Domestic Water replacement project, which included various buildings and was valued at $12 million. Services were provided between 7:00am - 7:00pm and were scheduled with 24 hours advance notice. Due to the expedited project schedule the firm provided and budgeted for 2 on-site inspectors. Not only has BV delivered services to municipalities and agencies within the State of Arizona but also to the State as a whole. In 2016 the firm was selected by the State of Arizona to provide 3rd party review of construction documents as well as inspection services. BV has worked with the State on numerous projects including the Three Points Shooting Range Building, six Arizona Department of Transportation vehicle wash systems, the Alamo Lake State Park, the GMP3 Office Remodel, the Oracle Park Waste Water Improvement, and the Evans House Roof Replacement, among many others. Proposed personnel who have worked on State projects include Craig Baptista, Jason Field, Cristian Son, and Philip Clark. BV has assembled an accountable, committed, and robust team of qualified professionals who will ensure the continued delivery of high-quality services to Pinal County. The qualifications and education of these individuals can be found in the Resumes file included in this submittal and are also presented here: Craig Baptista, Vice President/Principal-in-Charge – Education: Masters of Business Administration; B.S., Business Management. Qualifications: Six Sigma Green Belt Certified, OSHA 30, United States Navy Honorable Discharge. Years of Experience: 15+ Jason Field, C.B.O., Project Manager – Education: A.A., Applied Science. Qualifications: Certified Preparer of Storm Water Pollution Prevention Plans (CPSWPP), ICC Certified: Accessibility Inspector/Plans Examiner, Building Inspector, Building Plans Examiner, Certified Building Code Official, Certified Building Official, Combination Inspector, Commercial Building Inspector, Commercial Combination Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Electrical Inspector, Fire Inspector I, Fire Inspector II, Fire Plans Examiner, Mechanical Inspector, Plumbing Inspector, Residential Building Inspector, Residential Combination Inspector, Residential Electrical Inspector, Residential Energy Inspector/Plans Examiner, Residential Mechanical Inspector, Residential Plumbing Inspector.*

*Years of Experience: 18+ Andrea Coley, Inspection Services Manager – Qualifications: SVABO Outstanding Industry Member 2010, SVABO Outstanding Industry Member 2011, SVABO Outstanding Industry Member 2013, CBOAC Certificate of Appreciation, SVABO Outstanding Industry Member 2015, CBOAC Industry Person of the Year 2015, SVABO Outstanding Industry Member 2016, CBOAC Industry Person of the Year 2016, SVABO Sergeant of Arms 2009-2017, Sacramento Valley Association of Building Officials (SVABO), CBOAC Board Member 2014-2017, County Building Officials Association of California (CBOAC), Napa/Solano County Chapter of the ICC, Yosemite Chapter of the ICC, Peninsula Chapter of the ICC, East Bay Chapter of the ICC, International Code Council (ICC), California Building Officials (CALBO). Years of Experience: 16+ Tom Harris, S.E., Plan Review Engineer – Education: B.S., Architectural Engineering; Post Graduate Work. Qualifications: Registered Structural Engineer: CA #S3803, HI #8502S, AZ #32440, OR #74980, NV #13344, Registered Professional Engineer: CA #C40748; ICC Certified: Plans Examiner. Years of Experience: 40+ Cristian Son, P.E., Plan Review Engineer – Education: M.S., Electrical Engineering. Qualifications: Registered Professional Engineer: CA #16910, AZ #51091, CO #0046648, HI #14016, ID #15242, NM #21188, NV #021663, TX #111129, UT #7994591-2202, WA #49902. Years of Experience: 30+ Troy Schmidt, S.E., Plan Review Engineer – Education: M.S., Civil Engineering, Structural Emphasis; B.S., Civil and Environmental Engineering. Qualifications: Registered Structural Engineer: CA #5795, AZ #71978; Registered Professional Engineer: CA #71078, WA #20107610. Years of Experience: 17+ Ali Soheili, P.E., Plan Review Engineer – Education: B.S., Mechanical Engineering. Qualifications: Registered Mechanical Engineer: CA #29229, AZ #28207, OR #92113PE. Years of Experience: 25+ Richard Henrikson, P.E., LEED AP, Plan Review Engineer – Education: M.S., Civil Engineering; B.S., Civil Engineering. Qualifications: Registered Mechanical Engineer: CA #M22095, AZ #71552; Registered Civil Engineer: CA # C33092, AZ #71781; LEED Accredited Professional. Years of Experience: 35+ Hussein H. Boudiab, P.E., Plan Review Engineer – Education: M.S., Electrical Engineering; B.S., Electrical Engineering. Qualifications: Registered Electrical Engineer: CA #E13351, AZ #71543. Years of Experience: 30+ George Kellogg, P.E., C.B.O., Plan Review Engineer – Education: B.S., Civil Engineering; B.A., Geology. Qualifications: Registered Professional Engineer: CA #42367; ICC Certified: Certified Building Official, Building Plans Examiner. Years of Experience: 36+ Wendy Haggard, P.E., Plan Review Engineer – Education: M.S., Civil Engineering; B.S., Civil and Environmental Engineering. Qualifications: Registered Professional Engineer: CA #66422. Years of Experience: 10+ Oshung Kwon, P.E., Plan Review Engineer – M.S.C.E., Civil and Environmental Engineering; M.S., Architectural Engineering; B.S., Architectural Engineering. Qualifications: Registered Professional Engineer: CA #C85429; ICC Certified: Building Plans Examiner, Residential Plans Examiner, Accessibility Plans Examiner; QSD/QSP. Years of Experience: 13+ Edward Kulik, C.B.O., Plans Examiner – Qualifications: ICC Certified: Accessibility Inspector/Plans Examiner, Building Inspector, Building Plans Examiner, Certified Building Code Official, Certified Building Official, Certified Housing Code Official, Disaster Response Inspector; Manufactured Home Installations and Inspections by State of Arizona Office of Manufactured Housing; ICC/AACE Property Maintenance and Housing Inspector; Post-Tensioning Level 1 Installer Post-Tensioning Inspector; Housing Code Official; Public Policy and Management Certification; OSHA General Industry Outreach Trainer; OSHA Construction Outreach Trainer; Construction Technology Certification; Certified Cost Estimator. Years of Experience: 30+ David Gavranich, E.I.T., Plans Examiner – Education: B.S., Civil Engineering. Qualifications: ICC Certified:*

*Building Plans Examiner, CAL Green Plans Examiner; California Engineering in Training. Years of Experience: 18+ Rick Mauldin, CASp, Plans Examiner – Qualifications: Accessibility Inspector/Plans Examiner, Building Inspector, Building Plans Examiner, Combination Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector, Residential Building Inspector, Residential Electrical Inspector, Residential Mechanical Inspector, Residential Plumbing Inspector; IAMPO: Plumbing Inspector. Years of Experience: 35+ Phillip Clark, Plans Examiner and Inspector – Education: A.A., Liberal Arts; Building Safety Studies. Qualifications: ICC Certified: Commercial Building Plans Examiner, Commercial Mechanical Inspector, Commercial Electrical Inspector, Accessibility Plans Examiner/Inspector, Commercial Plumbing Inspector, Commercial Building Inspector, Commercial Combination Inspector, Residential Building Inspector. Years of Experience: 14+ David Simons, Plans Examiner and Inspector – Education: Building Safety and Construction Technologies; CAD Technologies. Qualifications: ICC Certified: Building Inspector, Plumbing Inspector, Commercial Mechanical Inspector, Plumbing Inspector UPC, Residential Electrical Inspector, Residential Mechanical Inspector, Mechanical Inspector; Wildland Firefighter 1 and 2 Certified; Wildland Engine Boss Single Resource Certified. Years of Experience: 13+ Lisa Beaver, P.E., Fire Plans Examiner and Inspector – Education: B.S., Applied Science and Technology-Fire Science; A.S., Building Inspection Technologies. Qualifications: California Registered Professional Engineer, Fire Protection Engineering; Professional Grade Member Society of Professional Engineers; Certificate in Building Inspection Technology; Certified Fire Protection Specialist; Certified Engineer Technician Level III; ICC Certified: Certified Building Official, Certified Fire Marshal, Building Plans Examiner, Certified Fire Plans Examiner I and II; Certified Emergency First Responder Instructor Primary and Secondary Care and AED; Certificate Fire Prevention 2C, Special Hazard Occupancies, CSFM Accredited Course; Certificate Fire Prevention 2B, CSFM Accredited Course; Certificate of Completion Classification of Hazardous Materials, Fire Chiefs Association; Certificate Fire Investigation 2A, CSFM Accredited Course; Certificate Fire Investigation 1B, CSFM Accredited Course; Certificate Fire Investigation 1A, CSFM Accredited Course; Certificate Wildland Fire Investigation; Certificate Fire Prevention 1A, CSFM Accredited Course; Certified Hazardous Material Industrial Technician; Certified Hazardous Material Specialist; Certified Incident Commander, FRO, FRA, ICS. Years of Experience: 25+ Douglas Evans, F.P.E., Fire Protection Engineer and Plans Examiner – Education: B.S., Engineering-Fire Protection. Qualifications: Registered Fire Protection Engineer: CA #1264, NV #010951. Years of Experience: 22+ Michael Long, Fire Plans Examiner – Education: M.A., Public Administration; B.A., Organizational Leadership. Qualifications: ICC Certified: Fire Marshal, Fire Inspector I and II; Fire Plans Examiner; Certified Public Manager. Years of Experience: 24+ Andrew Reiwitch, Fire Plans Examiner and Inspector – Education: Completed Coursework, Fire Technology. Qualifications: ICC Certified: Fire Inspector II. Years of Experience: 30+ Dennis Moss, Fire Plans Examiner and Inspector – Education: National Fire Academy; B.A., French. Qualifications: ICC Certified: Fire Inspector I and II, Fire Plans Examiner; fire Prevention Specialist I and II; Fire Arson Investigation; Code Management; Fire Prevention Officer; Chemistry of Hazardous Materials; Plan Review for Inspectors. Years of Experience: 29+ John Lindstrom, Fire Plans Examiner – Qualifications: ICC Certified: Fire Inspector I and II, Fire Plans Examiner, Certified Building Official, Residential Plans Examiner, Residential Mechanical Inspector, Building Plans Examiner, Residential Building*

*Inspector, Commercial Building Inspector, Commercial Mechanical Inspector; NAFI Certified: Fire and Explosive Investigator. Years of Experience: 20+ Mark Ptashkin, C.B.O., Inspector – Qualifications: ICC Certified: Building Inspector, Certified Building Official, Electrical Inspector, Mechanical Inspector; City of Phoenix: Special Inspector (Electrical). Years of Experience: 38+ Raine Honani, Inspector – Education: A.A., General Studies. Qualifications: ICC Certified: Residential Building Inspector, Residential Electrical Inspector, Residential Plumbing Inspector. Years of Experience: 3+"*

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

*"A notable distinction of the BV team is the depth of experience possessed by the firm's staff. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows the firm to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV's team has worked directly with jurisdictions – including Pinal County for over 9 years – in a variety of capacities and is familiar and comfortable working at the fast-changing pace of a growing community and within evolving County departments. Craig Baptista, Vice President – West Region, will continue to serve as the Principal-in-Charge with regards to the provision of services to Pinal County. Mr. Baptista is a seasoned business professional with extensive experience in leading multiple branch offices in various states. He possesses nearly two decades of experience in the construction industry and has a substantial background in the building and managing of successful programs and relationships. Mr. Baptista is a skilled communicator capable of articulating complex ideas in a concise and cogent manner. He is results oriented, a strategic thinker with the ability to translate vision into tactics, and is a proven facilitator of solutions to client problems. Mr. Baptista is an expert at identifying and addressing client needs and is able to resolve issues quickly by utilizing his professional business management skillset. Jason Field, C.B.O., will serve as Project Manager for Pinal County. Mr. Field is an accomplished Chief Building Official, Plans Examiner, and Senior Building Inspector with extensive experience delivering services in the State of Arizona. He is well-versed in County building, plumbing, mechanical, electrical, and other related codes and ordinances with additional expertise in the adoption, interpretation, and communication of codes to property owners and construction professionals. Mr. Field has worked with numerous State of Arizona municipalities including the Cities of Phoenix, Buckeye, and Tempe as well as Pinal County itself. BV's Plan Review Team consists of State of Arizona licensed engineers and International Code Council (ICC) certified plans examiners. The firm's engineering team includes licensed structural, mechanical, and electrical engineers who all possess deep knowledge of and extensive experience in the application of the codes and regulations adopted by Pinal County and the State of Arizona. These include the 2018 International Building Code; 2018 International Residential Code; 2018 International Mechanical Code; 2018 International Plumbing Code; 2017 National Electric Code; 2018 International Fuel Gas Code; 2018 International Fire Code; 2018 International Property Maintenance Code; and 2018 Energy Code. BV's ICC certified plans examiners have provided plan review services to jurisdictions throughout Arizona and are able to work effectively with permit applicants, designers, and jurisdiction staff. Each individual regularly completes continuing educational units to maintain their licenses and certifications. BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The*

*firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures. Should the County wish to continue to contract with BV for Inspection Services the firm's Inspection Team is comprised of ICC certified building inspectors who are able to inspect residential and commercial projects for compliance with the locally adopted codes. Each inspector has multiple years of experience in the State of Arizona and is well versed in Pinal County's culture and core values (as are all proposed personnel). They are effective in communicating with general contractors and are able to address code issues successfully. As with the firm's plan reviewers, inspection personnel regularly complete continuing education units to maintain their knowledge of the codes as well as their licenses and certifications. Competence Through Certification: International Code Council - Building safety depends on more than codes and standards. Building safety results from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents BV's commitment to providing professional and competent plan review and inspection staff to the firm's municipal clients. BV's staff members hold and maintain in active status dozens of ICC certifications through continuing education units. IAS AC251 Accreditation - In October 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program to verify the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices that have been an integral part of the company since its founding in 1828. For Bureau Veritas to achieve IAS accreditation, evaluators assessed Bureau Veritas across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets. The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the International Code Council (ICC). IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation*

*bodies. Management Systems Certified - As a world leader in Testing, Inspection, and Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. Bureau Veritas prides itself on its commitment to these principals, and has obtained global certification to each of the following International Management Systems Standards: ISO 9001:2015 (Quality); ISO 14001:2015 (Environmental); OSHAS 18001:2007 (Health and Safety)."*

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

*"Bureau Veritas is an independent professional services company which is a world leader in the provision of Quality, Health, Safety, and Environmental (QHSE) solutions with over 190 years of experience in delivering independent assurance services. The firm has implemented a Code of Ethics across all business units which maintains high ethical standards among staff in their day-to-day business activities. One of Bureau Veritas' core values, and also a key element of the aforementioned Code of Ethics, is impartiality. It is therefore essential for the firm to manage any potential conflict of interest to safeguard the impartiality of the firm and services rendered. This is established in order to protect Bureau Veritas' objectivity and brand, ensure customer satisfaction, and comply with the rules of accreditation and regulatory bodies. The firm is monitored closely through both internal and external committees and regulatory bodies throughout the United States and across the globe to ensure this impartiality is maintained and conflicts of interest are avoided. Upon entering employment with Bureau Veritas, all personnel must sign a contract which specifies they have no conflict of interest and they will maintain absolute impartiality and confidentiality. Additionally, they sign the Bureau Veritas' Code of Ethics, which describes the values, principles, and rules applicable to all employees. Regular training sessions for personnel also emphasize the importance of impartiality and the avoidance of any potential conflicts of interest. The vast majority of Bureau Veritas' plan review and inspections services are for public sector clients. Should a situation arise where the firm's services could potentially lead to a conflict of interest relating to its contract with Pinal County, Bureau Veritas will immediately make the County aware of the potential conflict and voluntarily recuse itself from the project if necessary. This course of action is not only in the best interest of the County but also Bureau Veritas as it maintains the firm's stalwart Code of Ethics and ensures the delivery of impartial services of the very highest caliber.."*

# RESUMES

## Craig Baptista, M.B.A., Vice President/Principal-in-Charge

Education

M.B.A.

B.S., Business Management

Registrations/Certifications

California Contractors License #967599

Six Sigma Green Belt Certified

OSHA 30

United States Navy: Honorable Discharge

Total Years of Experience

15+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 15 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Ione, CA

Principal-in-Charge

Bureau Veritas North America, Inc.

2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, and Washington. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

## Leo DePaola, C.B.O., Director of QA/QC and Business Development

Education

A.A., General Studies

Registrations/Certifications

ICC Certified:

Building Official

Building Plans Examiner

Building Inspector

Electrical Inspector

Plumbing Inspector

Mechanical Inspector

Post Disaster Evaluator

Green Building Professional

Green Point Rater

Total Years of Experience

28+

Leo has 28+ years of experience as a manager, inspector, plan reviewer, code enforcement supervisor, and building official. With expansive industry knowledge and strong customer relations skills, Leo is a valuable member to any professional team.

Select Experience

Director of Operations

Bureau Veritas

2020 - Present

Responsible for divisional day-to-day operations and provides support to business unit managers throughout the region.

Operations Manager / Building Inspector

Bureau Veritas

2018 - Present

Was instrumental in establishing and managing operations of new Bureau Veritas office in Santa Rosa, CA in support of the City of Santa Rosa's fire recovery efforts. Led efforts to expand BV personnel and additional clients and provided residential and commercial building inspection services.

Community Development Director / Building Official

City of Chico

Served in a multi-faceted role overseeing planning and execution of inspections for residential and commercial construction projects. Provided leadership and supervision for the department. Assisted with preparing, managing, and allocating department budget.

Building Inspector

City of San Rafael

Conducted commercial plan review and resale inspections. Also performed services as a code enforcement supervisor.

Fire Inspector/Building Official

City of St. Helena

Performed plan review and building inspection services. Worked on ordinance developments. Served as project manager for the Carnegie Library renovation.

Uniform Building Code (UBC) to 2007 international Building Code (IBC) Transition Ordinance for numerous cities.

## Jason Field, C.B.O., Project Manager

### Education

A.A., Applied Science

### Registrations/Certifications

Certified Preparer of Storm Water Pollution Prevention Plans (CPSWPP)

ICC Certified:

Accessibility Inspector/Plans Examiner

Building Inspector

Building Plans Examiner

Certified Building Code Official

Certified Building Official

Combination Inspector

Commercial Building Inspector

Commercial Combination Inspector

Commercial Electrical Inspector

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Electrical Inspector

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Mechanical Inspector

Plumbing Inspector

Residential Building Inspector

Residential Combination Inspector

Residential Electrical Inspector

Residential Energy Inspector/Plans Examiner Residential Mechanical

Inspector Residential Plumbing Inspector

### Total Years of Experience

18+

Jason is an accomplished Chief Building Official / Senior Building Inspector with a track record of overseeing the planning and execution of residential and commercial building inspections to ensure compliance with established building codes and city ordinances. He is well-versed in city building, plumbing, mechanical, electrical and other related codes and ordinances with expertise in adopting, interpreting and communicating codes to property owners and construction professionals.

### Select Project Experience

#### Project Manager/Plans Examiner/Senior Building Inspector

Bureau Veritas North America

2017 - Present

Provides plans examiner services on projects of throughout Arizona.

#### Chief Building Official/Building Inspector/Plans Examiner

Town of Fountain Hills

Functioned in a multi-faceted role overseeing the planning and execution of inspections for residential and commercial construction and rehabilitation projects. Provided leadership and supervision for the Building Permit Technician through ongoing coaching and support to ensure optimal performance. Assisted with preparing, managing, and allocating department budget.

#### Senior Building Inspector

Private Sector

Performed on-site inspections of newly constructed, remodeled, and existing structures to ensure compliance with state building codes and local ordinances. Examined blueprints to determine compliance with state building codes and city zoning regulations. Took on additional role, providing support and assistance for City Building Official.

#### Building Inspector

City of Tigard

Performed commercial and residential inspections on city structures, including building, mechanical, plumbing and electrical inspections to ensure compliance with established building codes and city ordinances. Consulted with builders, developers, contractors and property owners regarding compliance issues. Maintained accurate records of all permits issues, inspections, and other actions taken to implement conformance to code requirements.

# RESUMES

## Andrea Coley, Inspection Services Manager

### Professional Awards

SVABO Outstanding Industry Member 2010

SVABO Outstanding Industry Member 2011

SVABO Outstanding Industry Member 2013

CBOAC Certificate of Appreciation

SVABO Outstanding Industry Member 2015

CBOAC Industry Person of the Year 2015

SVABO Outstanding Industry Member 2016

CBOAC Industry Person of the Year 2016

### Professional Affiliations

SVABO Sergeant of Arms 2009-2017

Sacramento Valley Association of Building Officials (SVABO)

CBOAC Board Member 2014-2017

County Building Officials Association of California (CBOAC)

Napa/Solano County Chapter of the ICC

Yosemite Chapter of the ICC

Peninsula Chapter of the ICC

East Bay Chapter of the ICC

International Code Council (ICC)

California Building Officials (CALBO)

### Total Years of Experience

16+

Andrea has managed inspection staff for 15+ years and serves as a liaison between BVNA staff and numerous California and Arizona jurisdictions. Her responsibilities include supervision of the day-to-day operations of BVNA inspection staff working in various jurisdictions in California and Arizona. Andrea is responsible for developing and implementing job assignments at client offices as well as establishing and maintaining client relations with the jurisdictions and agencies to ensure staffing needs are being met. She specializes in ensuring that services provided are high quality and efficient. Andrea received the Sacramento Valley Association of Building Officials' Outstanding Industry Member Awards in 2010, 2011, 2013, 2015 and 2016 as a reward for her outstanding efforts, commitment, and dedication to the industry. She also received the Industry Person of the Year Award for her contributions to CBOAC in 2015 and 2016.

### Select Project Experience

#### Inspection Services Manager

Bureau Veritas North America, Inc.

2005 - Present

Provides management and client liaison services for jurisdictions throughout California, Arizona, Washington, Hawaii, and Nevada. Manages local Human Resources Deputy for division. Responsible for recruiting qualified employee candidates. Assignments include:

- Building Department Services Manager

  City of West Sacramento

  Monitors City needs to ensure the staff is adequately providing services and exceeding expectations. Assists in management and coordination of plan review, inspection, and permit tech activites.
- Plan Review Coordinator and Inspection Services Manager

  City of Folsom, Burlingame, Vallejo, Rancho Cordova, and Folsom

  Coordinates with City Building Officials to develop systems for plan delivery, tracking, communication, and project review guidelines. Serves as primary point of contact between BVNA and the Cities to maintain timely reviews and inspections and accurate invoicing

#### Inspection Services Manager

Band of Pomo Indians, Dry Creek Rancheria

Provided Inspection management for the 1,800,000 square foot casino and resort project. Project included 2,600 slot machines, 2 main card rooms, 4 restaurants, meeting facilities, a 480 room hotel, 2 pools, 2 jacuzzis, and a full service spa.

# RESUMES

## Tom Harris, S.E., Plan Review Engineer

Education

B.S., Architectural Engineering

Post Graduate Work

Registrations/Certifications

Registered Structural Engineer:

CA, #S3803

HI, #8502S

AZ, #32440

OR, #74980

NV, #13344

Registered Professional Engineer:

CA, #C40748

ICC Certified:

Plans Examiner #14016

California Teaching Credential:

#3010HAR001

Professional Affiliations

International Code Council (ICC)

Structural Engineers Association of Northern California (SEAOC):

American Society of Civil Engineers (ASCE)

Past Board of Directors, Computer Applications Ad Hoc Committee, Concrete Code Development Sub-Committee, SEAOC Convention Chair

American Institute of Steel Construction (AISC)

Consulting Structural Engineers Society (CSES)

American Institute of Architects (AIA) Allied Member

Total Years of Experience

40+

Tom is a Structural Engineer, with licenses in California, Nevada, Arizona, Oregon and Hawaii. He has extensive knowledge in all building types, including commercial, residential, industrial, and government facilities. Tom has served on the SEAOSC Board of Directors and as the Education Chair for the Ventura Chapter of ICC. The Structural Engineers of Southern California (SEAOSC)named Tom as the Engineer of the Year for 2015.

Select Project Experience

Principal, Structural Engineer, Plan Review Engineer

California Code Check, a Bureau Veritas Company

1984 - Present

President and principal structural engineer. Review of residential and commercial plans and calculations for compliance with the Uniform Building, Plumbing, Mechanical Codes, the National Electric Code, and Title 24. Select large complex projects with construction values of over $250,000,000 include:

Plan Review

County of Monterey New Juvenile Hall Facility, $57 Million in Total

2017 - Present

Plan review for construction of a new juvenile hall to replace the existing facility.

Plan Review

County of San Luis Obispo Juvenile Hall Expansion, $21.3 Million in Total

2014 - 2017

Plan review for expansion of the existing SLO juvenile hall facility.

Plan Review

Del Amo Mall, $250 Million in Total

2013 - 2015

Plan review for a large shopping center renovation, including relocation of Nordstrom, consollidation of Macy's stores, and new 2-story fashion wing.

Plan Review

Americana at Brand, $100 Million in Total

2006 - 2008

Plan review for a new large shopping, dining, entertainment and residential complex in Glendale, California, including 82 retail shops, multiple restaurants, 100 condominiums and 242 luxury apartments.

# RESUMES

## Cristian Son, P.E., Plan Review Engineer

Education

M.S., Electrical Engineering
Minor in
Electro-Mechanical Applications

Registrations/Certifications

Registered Professional Engineer:
CA #16910
AZ #51091
CO #0046648
HI #14016
ID #15242
NM #21188
NV #021663
TX #111129
UT #7994591-2202
WA #49902

Professional Affiliations:

Advisory Board for the AS Degree Code Enforcement

Board Member, Inspection Enforcement Training Institute LLC

Total Years of Experience

30+

Cristian has over 30 years of experience as an electrical engineer, with involvement in electrical plan and peer reviews of documents for various large complex commercial projects, power plants and industrial facilities. His experience also includes electrical engineering design for commercial facilities, residential structures and testing of power equipment, electrical design, high, medium and low voltage systems, power, lighting, one line diagrams, load calculations, fire alarm systems, Title 24, load flow, short circuit studies, protection coordination, arc flash energy determination using ETAP software and AutoCAD. Cristian performs code compliance plan review services and is skilled in high voltage and power plant equipment review. He has also designed, modernized and optimized power supply distribution, control and photovoltaic systems, tested sensors, automated data acquisition devices and security systems in industrial environments. Load flow, short circuit studies, protection coordination and arc flash energy determination using ETAP software. He also coordinated the development of prototypes, testing, conducted lab and field measurements and worked in compliance reviews regarding codes and standards including IEEE, NFPA, NEC, NESC, GO, BS, ICC, NEMA, and IEC.

Select Project Experience

Abengoa Power Plant, $1.6 Billion in total

2010 - 2016

California Energy Commission (CEC) / Mohave Solar, LLC

Performed electrical plan review and inspection services for Abengoa Power Plant. The project has a combined nominal electrical output of 250 MW from two, independently operable solar collector fields (heat collection element) surfacing a total of 200,000 square feet, also included, the constructing of a new 220kV substation. Owner design features included fiber optic communication cables, associated poles, conduits, and other telecommunication facilities which provided diverse path routing of communications for project interconnection, and provided redundancy at the power blocks.

Ivanpah Solar Generating Station, $2.2 Billion in total

2009 - 2014

California Energy Commission (CEC) / BrightSource Energy

Electrical plan reviewer and inspection services for the Ivanpah Solar Electric Generating System (ISEGS), located on 3,600 acres of U.S. BLM managed land in southeastern California. ISEGS is a 392MW solar thermal power facility. The project uses mirrors to focus the power of the sun on solar receivers atop 460 ft. power towers. The complex is comprised of three separate plants and uses BrightSource Energy's LPT 550 technology. The solar arrays consist of thousands of software-controlled mirrors tracking the sun in two dimensions and reflecting the sunlight to a boiler that sits atop a tower. When the concentrated sunlight strikes the boiler pipes, it heats the water inside to more than 1,000° F creating superheated steam at the temperature necessary to achieve the industry's highest operating efficiencies. This high-temperature steam is then piped from the boiler to a standard turbine where electricity is generated.

## Troy Schmidt, S.E., Plan Review Engineer

Education

M.S., Civil Engineering, Structural Emphasis

B.S., Civil and Environmental Engineering

Registrations/Certifications

Registered Structural Engineer:

CA, #5795

AZ, #71978

Registered Professional Engineer:

CA, #71078

WA, #20107610

Total Years of Experience

17+

Troy has over 17 years of experience as a structural engineer. He has extensive experience working on OSHPD and DSA projects throughout Northern California. He is knowledgeable in various design and structural engineering software programs. He is able to conduct plan review services for various building types including residential, commercial and industrial occupancy types.

Select Project Experience

Structural Plan Review Engineer

Bureau Veritas North America, Inc.

2016

Conducts structural plan review services for complex projects throughout California and Arizona. Projects reviewed include Valley Milk in the City of Turlock.

Project Engineer / Principal

Anderson & Doig Structural Engineers

2007 - Present

Delivers innovative, cost effective solutions to meet the aesthetic and functional demands of the building for the client from schematic design to DSA, OSHPD or city approval and through construction. Selects and optimizes structural systems to support lateral and gravity loads for single and multi-story steel, concrete, masonry, wood and light gauge steel structures. Produces structural calculations, design drawings, specifications and provides construction administration services in compliance with the California Building Code. Projects include K-12 public schools, healthcare facilities, private colleges, churches, residential and commercial buildings, structural rehabilitation, seismic retrofit and forensic engineering. Projects utilize design-build, design-bid-build and integrated project delivery methods. Manages client base as well as engineering, drafting and administrative staff.

Design Engineer / Project Manager

Harris & Sloan Consulting Group

2004 - 2007

Analyzed, designed and detailed single and multi-story buildings throughout California using wood, steel, concrete and masonry. Projects included new custom and production residential homes, recreation centers, apartment, condominium and senior housing complexes, renovations, mixed-use, commercial, retail and office buildings. Successfully managed client base providing quality engineering for projects on time and within budget. Responsible for creating project proposals, invoices and schedules, attending value engineering and other client meetings, providing structural observation and construction administration services as well as managing engineering and drafting staff.

## Ali Soheili, P.E., Plan Review Engineer

Education

B.S., Mechanical Engineering

Registrations/Certifications

Registered Mechanical Engineer:

CA, #29229

AZ, #28207

OR, #92113PE

Professional Affiliations

ASHRAE

ASPE

Total Years of Experience

25+

Ali has over 25 years of experience in the A/E/C industry. He has extensive experience reviewing mechanical and plumbing documents for residential, commercial, and industrial projects. Ali is knowledgeable in the California Building Code and is familiar with local regulations and ordinances in Southern California.

Select Project Experience

Plan Review Engineer
Bureau Veritas North America, Inc.
2015 - Present

Currently providing plan review and inspection services for the following clients:

- City of Corona
- San Diego State University
- California State University, Fullerton
- City of San Marcos
- City of Rancho Cucamonga
- City of Santa Barbara
- City of Huntington Beach
- City of Agoura Hills
- California State University, Bakersfield

Plan Review Engineer
Jefferson Stadium Park, $364 Million in Total
2016 - Present

Plan review for 371 new luxury apartment homes, with amenities that include a resort-style pool, a gaming room, a rooftop lounge with a spa and outdoor cooking, and a fitness center, as well as 14,600 square feet of commercial space.

Plan Review Engineer
Alexan CtrCity Apartment Complex, $55 Million in Total
2016 - 2018

Plan review for a new 220-unit apartment complex with 13,000 square feet of dining and shopping space at the north end of downtown. The project included a 506-parking structure, pool, spa, barbecues and fitness center.

Plan Review Engineer
San Diego State University
Engineering and Interdisciplinary Science Complex, $50 Million in Total
2016 - 2018

Plan review for a new five-story instructional building (four levels above grade and one subterranean level) of 81,500 GSF on the main campus of SDSU. The new building includes teaching and research laboratory space and provides SDSU with state-of-the art research facilities to attract significant research projects and funding.

# RESUMES

## Richard Henrikson, P.E., LEED AP, Plan Review Engineer

Education

M.S., Civil Engineering

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Mechanical Engineer:

CA, #M22095

AZ, #71552

Registered Professional Civil Engineer:

CA, # C33092

AZ, #71781

LEED Credential

LEED Accredited Professional

Total Years of Experience

35+

Mr. Richard Henrikson has more than 35 years of engineering experience. His expertise in mechanical infrastructure and building systems encompasses HVAC, plumbing, fire protection, complex central plants, thermal energy storage, chillers, boilers, cooling towers, heat exchangers, and energy management systems. He has been responsible for the assessment and management of complex portfolios of buildings statewide. Richard's experience covers all aspects of design and construction, as well as facility assessment, condition survey, as well as energy and sustainability assessments. He also brings extensive experience in the conceptual design and detailed design of new buildings and modernization of existing facilities. This extends to detailed commissioning of those facilities as well. His design sustainable solutions have often far exceeded the clients expectations and this has earned him recognition via a First Place National ASHRAE Energy Award for alternative energy design. He also brings extensive experience in the conceptual design and detailed design of new buildings and modernization of existing facilities.

Select Project Experience

Lead Mechanical/Plumbing Engineer

DGS - Caltrans District 7 Headquarters Building, Downtown Los Angeles, Retro-Commissioning and Facility Condition Assessment, Los Angeles, CA

The Owen Group, a Bureau Veritas Company, under contract to DGS, is providing A&E site and building assessments, recommendations for improvements, and full service design for the retro-commissioning of the entire District 7 building, parking structure, and adjacent sites and structures. The District 7 building achieved LEED certification and the State's goal through this project is continue to implement green building and energy efficient elements into the new designs and upgrades. Owen's initial task was to perform a complete facility condition assessment (FCA) of the entire building and parking structure, inspection for deficiencies, and opportunities to implement new technology relating to sustainability, building system operational capacities, architectural and seismic improvements, and more.

Lead Mechanical/Plumbing Engineer

Los Angeles County Department of Public Works - Carson Sheriff's Station, Scoping Documents, New Two-Story Building, Carson CA

The existing Carson Sheriff's Station is a single-story building with a partial basement level and a total building area of approximately 19,250 square feet which was constructed in 1974. Owen is conducting a field investigation of the existing facilities, a review of record drawings, and producing a set of Scoping Documents, performance specifications, and bubble diagrams with a comprehensive cost estimate. This project features: New two-story 7,000 square feet addition to an existing single-story building of Type I – Construction; Historical Building; Design-Build project method of delivery. For the Scoping Documents, Owen's field investigation and review of record documents is comprised of a review of the County's East Los Angeles Sheriff Station Project Scoping Documents; existing Carson Sheriff Station, Building Utilization, and Expansion Report; and a review of building standards, codes, and zoning data. Owen's facilities program involves site information and improvement, project activities schedule, building addition and improvements, and security and communication systems modifications.

## Hussein H. Boudiab, P.E., Plan Review Engineer

Education

M.S., Electrical Engineering

B.S., Electrical Engineering

Registrations/Certifications

Registered Professional Electrical Engineer:

CA, #E13351

AZ, #71543

Total Years of Experience

30+

Mr. Hussein Boudiab, P.E. has been in electrical engineering management, design, and construction support for more than 30 years. His work has covered a broad range of projects such as airports, healthcare facilities, K-12, institutional, commercial, mixed-use and military. He has designed and supervised numerous projects in power distribution, lighting, fire alarm, and security systems. He is experienced in large infrastructure medium voltage design, energy calculations, and short circuit analysis and coordination studies.

### Select Project Experience

Lead Electrical Engineer

University of California, San Diego (UCSD) Campus Energy Conservation Project, Basic Science Building - North Wing, La Jolla, CA

The project involved the replacement of twelve large air handlers, retrofit of existing constant air volume air distribution with variable air volume, retrofit of existing lighting fixtures, and addition of new fire protection systems. Entire wing of existing research labs and surgery center received new fume hood controls and air distribution components. Phasing during construction greatly contributed to project's success.

Lead Electrical Engineer

UCSD, School of Medicine, MRI Brain Imaging Center (NIH Approved Facility), La Jolla, CA

Full scope MEP services for 7,000 SF research space in School of Medicine. Facility houses a 3.0T and 4.0T human MRI scanner, 4.7T Primate MRI scanner and 7.0T small animal scanner; all with associated control and computer support spaces. Facility also includes offices, conference space, computer labs, electronics lab, and a machine shop. In support of animal services, there are animal holding and preparation rooms.

Lead Electrical Engineer

San Bernardino Community College District, Valley College 5 New Campus Buildings, San Bernardino, CA

Full scope MEP services including electrical site distribution and communications complete submittal on fire alarm systems. The new Learning Resources Center, Life Science, Administration/Student Services, Campus Center, and Art/Art Gallery Buildings resulted from the College's Seismic Hazard Mitigation Project.

Lead Electrical Engineer

Rancho Santiago Community College District, Sheriff's Training Facility, Tustin, CA

Full Scope MEP services for new 50,000 SF single story building including kitchen facility, shower and locker rooms, classrooms, shooting range; 15 acres in Master Plan.

# RESUMES

## Lisa M. Beaver, F.P.E., Fire Plans Examiner and Inspector

### Education

B.S., Applied Science and Technology - Fire Science

A.S., Building Inspection Technologies

### Registrations/Certifications

California Registered Professional Engineer, Fire Protection Engineering #1771

Professional Grade Member Society of Professional Engineers (SFPE) #114734

Certificate in Fire Protection - University of California, Davis (2003)

Certificate in Building Inspection Technology

Certified Fire Protection Specialist, NFPA #1902

Certified Engineer Technician Level III - N.I.C.E.T. #91772

ICC Certified:

Certified Building Official #5069766

Certified Fire Marshal #5069766

Building Plans Examiner #5069766-B3

Building Plans Examiner, UBC ICC #5069766-60

Certified Fire Plans Examiner I #5069766

Certified Fire Plans Examiner II #5069766

Certified Nevada State Fire Marshal Instructor I

Certified Emergency First Responder Instructor Primary and Secondary Care and AED

Certificate Fire Prevention 2C, Special Hazard Occupancies, CSFM Accredited Course C090197

Certificate Fire Prevention 2B, CSFM Accredited Course C052640

Certificate of Completion Classification of Hazardous Materials, Fire Chiefs Association

Lisa Beaver is a leader in the fire service as well as the fire industry. A well-rounded professional, with experience in managing teams of diverse professionals in both the public and private sector. Utilizing experience in engineering and development to educate the community in building standards and mentor the public sector in effective partnering and collaboration for the successful completion of all projects and improve the system of public safety. An expert in the interpretation and application of laws, codes, and standards as it relates to areas of engineering, public safety, building construction, heavy industrial, hazardous materials, and emergency response.

A clear and concise communicator and listener, confident in her ability to make difficult decisions, and with a strong affinity for problem solving, a leader in the development and execution of difficult and highly technical projects. A reputation of being consistent in the interpretation of regulations and a person who expertly understands intent and alignment with public and fire fighter safety. Expert communication and education skills to explain and analyze performance criteria of codes and statutes. In-depth experience in identifying critical needs, deficiencies and potential opportunities for operational improvements.

### Select Project Experience

**Fire Plans Examiner and Inspector**
Bureau Veritas North America, Inc.
2019 - Present

Provides fire plan review and inspection services for jurisdictions throughout Nevada and California.

**Deputy Fire Chief and Fire Marshal, Prevention**
Truckee Meadows Fire Protection District
2018 - 2019

Responsible for the development, command, administration, and coordination of the District's fire prevention division, including fire investigation, fuels management, public information and education, emergency management, and training; Conduct wildland, structural, and vehicle fire investigations; Responsible for processes associated with regulatory compliance that includes a system of plan review, inspection, and permitting; Perform construction plan review, fire investigation, and building inspections; Collaborate with local communities to develop improvements to evacuation planning and emergency preparedness; Interim Fire Chief during Fire Chief absence; Consistently demonstrated effective communication skill as an ambassador for the District with diverse audiences.

**Director and Chief, Facility Engineering and Fire Protection**
Aerojet Rocketdyne
2012 - 2018

Director, Fire Chief, Fire Marshal, and Building Official of a department comprised of 31 personnel responsible for First Responder all hazard agency and hazmat team for a high hazard 12,000-acre facility; Responsible for the company's first regulatory compliance program that includes a system of plan review, inspection, and permitting; Review multi-discipline engineering designs for building construction, program modifications and project changes ensuring compliance with laws, codes and sound industrial practices; Analyze processes and plans

## Lisa M. Beaver, F.P.E., Fire Plans Examiner and Inspector (Cont.)

Certificate Fire Investigation 2A, CSFM Accredited Course

Certificate Fire Investigation 1B, CSFM Accredited Course C30129

Certificate Fire Investigation 1A, CSFM Accredited Course 08-1925

Certificate Wildland Fire Investigation FI210

Certificate Fire Prevention 1A, CSFM Accredited Course

Certified Hazardous Material Industrial Technician

Certified Hazardous Material Specialist

Certified Incident Commander, FRO, FRA, ICS

### Professional Affiliations

Regional Fire Pump Committee (2000)

Regional Fire Sprinkler Committee (2004-2006)

Regional Fire Code Adoption Committee (1997-2012)

High Rise Standard Development Committee (2000-2004)

California State Fire Marshal's Photovoltaic Sub-Committee and Work Group (2008-2010)

NORCAL Fire Code Committe (2012-2015)

UL Standards Technical Panel for Flammable Liquid Storage Cabinets, STP 1275 (2013-Present)

Northern Nevada Fire Marshals Code Adoption Group 2018

### Tenure at BV

3+

### Total Years of Experience

24+

for the effective review, comment, permitting, and inspection of all occupancy classifications, with a focus on group H occupancies primarily those specific to technology-focused custom manufacturing of active pharmaceuticals including commercial-scale production utilizing hazardous /energetic chemistries, chromatographic separations using simulated moving bed (SMB) technology, continuous processing, and specialized chemical capabilities; Conduct multi-agency drills that test operational strategies and lead reviews; Investigate fires, hazardous materials spills and releases, and other incidents; Analyze and approve the storage and use of chemicals and explosives as it relates to the Department of Defense development processes and familiarity with applicable aerospace and military standards, Code of Federal Regulations and OSHA; Excellent written and verbal communication skills, ability to research, analyze, and write detailed technically complex policies, procedures, training material, and guidelines; Develop and manage a multi-department budget of approximately $55 Million.

### Senior Fire Protection and Loss Control Engineer/Fire Marshal

Sacramento Municipal Utility District

2005 - 2012

Subject matter expert in the interpretation, application and enforcement of the California State Laws and Building Standards, National Fire Protection Association standards, International Codes, National Electrical, and Safety Code and the Occupational Safety and Health Administration Standards; Reviewed documentation for construction of power generation and distribution facilities, communication, and building technology operations and support infrastructures; Conduct analyses to identify vulnerabilities to the Districts infrastructure, employees, and customers; District's representative when interacting with surrounding jurisdictions and governmental agencies; Instructed and provided field training to District employees and surrounding governmental agencies focused on operational strategies and tactics for emergency response; Conduct and direct cause and origin fire investigations. Collect and track critical data for vulnerability analyses and develop District policies that related to emergency response and property protection.

### Supervisor Fire Plan Review/Assistant to Fire Marshal

City of Sacramento Fire and Building Department

1999 - 2007

Assist the Fire Marshal with research, review, and approval of performance-based designs which ultimately resulted in the approval of Alternate Materials and Methods. Evaluate compliance with performance and testing guidelines and standards such as UL, FM, ASTM, ASME, and NFPA; Develop streamline regulatory compliance programs; Supervising Fire Protection Engineer and code professional for project planning and development stages; Reviewer of department policies and standards which were specific to the agencies emergency response equipment and Standard Operational Guidelines; Evaluated existing process of plan review and inspection, collected and evaluated data to implement process change, trained personnel on proposed changes and implemented new program; Reviewed fee structure for fire permits and assisted in the development of a new fee structure, ensuring recovery of department costs; Official representative of the Fire Marshal on all code adoption and development committees; Review and evaluate proposed buildings and sites for compliance with all state, municipal codes and standards; Provided training to fire prevention and plan check staff that focused on the application and communication of codes and ordinances; Ensured consistency of plan review and inspections by encouraging open communication, education, and by an environment of collaboration.

# RESUMES

## Douglas Evans, F.P.E, Fire Protection Engineer and Plans Examiner

### Education

B.S., Engineering - Fire Protection

### Registrations/Certifications

Registered Fire Protection Engineer:

CA, #1264

NV, #010951

### Professional Affiliations

Southern Nevada ICC

ICC Fire Safety Committee

ICC Building Code interpretation Committee

Southern Nevada Chapter of the Society of Fire Protection Engineer (SFPE)

SFPE National

Consulting-Specifying Engineer's Advisory Board

NFPA

Green Building Certification Institute (GBCI)

### Tenure at BV

4+

### Total Years of Experience

22+

Doug has over 22 years of experience providing various fire protection engineering services. He has worked with various building departments as a Fire Protection Engineer and founded his own specialized consulting company. Doug is experienced in reviewing, commenting and approving fire protection plans for a wide range of occupancy types as well as new and existing facilities. Doug is proficient in developing fire protecting related policy statements and guidelines, smoke management systems, grease/HVAC duct enclosures and alternative and equivalent code requirements.

Prior to his employment with Clark County, Doug performed fire protection engineering services with various consulting firms. In these positions, Doug became familiar with examining existing structures for code compliance including fire suppression and alarm system requirements, and negotiating levels of protection with stakeholders.

Doug has developed a thorough understanding of passive fire protection aspects that are incorporated into major structures and how they work together to provide a holistic approach to fire protection. Doug has also published and authored several professional articles, guides, and amendments which have been incorporated into the IBC codes.

### Select Project Experience

**Fire Protection Engineer**

**Bureau Veritas North America, Inc.**

Provides fire plan review services. Specific projects include: CSU Fullerton Titan Student Union Renovation and Expansion. The project includes improvements to the existing 140,000 gross square foot Titan Student Union. An additional 20,000 gross square feet will be added to increase the capacity of the facility. The construction valuation is estimated at $20 million.

**Fire Protection Engineer**

**Clark County, NV**

Primarily preformed fire protection services for mega-resorts on the Las Vegas Strip. Duties include review, comment, and approval of fire protection plans. Responsible for malls, atria, theaters and arenas as well as numerous high-rise residential and office towers. Many of these used were consolidated within the mega-resorts, with the remainder free standing structures. Also developed fire protection policies for internal and external use.

## Mark Ptashkin, C.B.O., Inspector

Registrations/Certifications

ICC Certified:

Building Inspector

Certified Building Official

Electrical Inspector

Mechanical Inspector

City of Phoenix: Special Inspector (Electrical), #37551

Total Years of Experience

38+

Mark has over 38 years of experience. He's a highly motivated and experienced manager in creating team-oriented environments focusing on improving the quality of inspections and plan reviews while simultaneously reducing service delivery time and improving customer service. Mark possesses excellent management, negotiation and public relations skills. Highly skilled and knowledgeable, Mark is a valuable member to any professional team.

Select Project Experience

Instructor
Private Sector
2016 - Present
Instructor for the 2nd and 3rd year electrical apprenticeship program.

Owner/Designer
Private Sector
2004 - Present
Performed electrical design work, consultation, and instructions.

Inspection Supervisor
City of Glendale
2001 - Present
Supervision of the commercial plan review and inspection staff. Maintained close working relationships with multiple city departments including the City Manager's Office, City Council, City Attorney's Office, Police, Fire, City Prosecutor's Office, Code Enforcement and Community Revitalization.

Multiple Job Roles
International Association of Electrical Inspectors
1994 - 2016
Moved along the ranks of multiple job positions including President, Board Member, Education Committee, Instructor

Volunteer
Arizona Building Officials
1999 - 2016
Member of the Instructor and Education Committee

Electrical Design, Engineering
Private Sector
1999 - 2016
Member of the Instructor and Education Committee

# ORGANIZATIONAL CHART

## ORGANIZATIONAL CHART

Bureau Veritas has assembled a team of experts who are equipped to continue meeting the needs of and delivering exemplary services to Pinal County. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. The organizational chart below shows key personnel, staffing levels, and lines of authority.




*Arizona licensed

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**<br>**31 N. Pinal Street**<br>**Florence, AZ 85132** | **BUREAU VERITAS NORTH AMERICA, INC.**<br>**17200 N. Perimeter Dr. Ste. 100**<br>**Scottsdale, AZ 85255** |
| BY: Stephen Q. Miller<br>(Name) | BY: Craig Baptista<br>(Name) |
| Chairman<br>(Title) | Vice President - West<br>(Title) |
| (Signature) | Craig Baptista<br>(Signature) |
| DATE: February 17, 2021 | DATE: January 15, 2021 |

Approved as to Legal Content:

1/13/21

Pinal County Attorney's Office (Date)

PINAL COUNTY

# Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6011

**Contract 204326ROQ**
**Amendment #1**
Procurement Officer: Joel Sanderson
Joel.Sanderson@pinal.gov

## On-Call Building Safety Residential & Commercial Plan Review Services

Contractor Name: **Bureau Veritas North America, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X _____ X March 2, 2022

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

Date

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract: 204326ROQ**
**Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

## On-Call Building Safety Residential & Commercial Plan Review Services

Contractor Name: **Bureau Veritas North America, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X Jeff Serdy — March 15, 2023

Jeff Serdy, Chairman Pinal County Board of Supervisors — Date