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 Willdan Engineering, (Contractor), whose primary address is 1440 E. Missouri Ave. Ste. C170, Phoenix, AZ 85014.

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: Autumn Wollmann**
Address: PO Box 1348 **Florence, AZ 85132**	**Address: 1440 E. Missouri Ave. Ste. C170** **Phoenix, AZ 85014**
Title: Procurement Officer	**Title: Project Manager**
Email: Lorina.Gillette@pinal.gov	**Email: awollmann@willdan.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 **31 N. Pinal Street** **Florence, AZ 85132**	**WILLDAN ENGINEERING** **1440 E. Missouri Ave. Ste. C170** **Phoenix, AZ 85014**
BY: Stephen Q. Miller (Name)	BY: Autumn Wollmann (Name)
Chairman (Title)	Deputy Director (Title)
(Signature)	(Signature)
DATE: February 17, 2021	DATE: 1.20.2021

Approved as to Legal Content:

Pinal County Attorney's Office — (Date) 1/13/21

PINAL COUNTY

Exhibit A

Scope of Work (SOW)

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

1 Building Safety Residential & Commercial Plan Review Services

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

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

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

204326ROQ Contract Exhibit B

Negotiated Pricing

On-Call Building Safety Residential & Commercial Plan Review Services

Willdan Engineering

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

Item	Classification / Title	Average Hourly Rate	Overhead (maximum 150%)	Net Fee (maximum 10%)	Total Hourly Rate
1	Project Manager	60	90	$ 15.00	$ 165.00
2	Project Engineer	50	55	$ 10.50	$ 115.50
3	Administrative	27	40.5	$ 6.75	$ 74.25
4					
5					
6					
7					
8					
9					
10					
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: Willdan Engineering

Street Address (Line 1): 1440 East Missouri Avenue, Suite C170

Street Address (Line 2): N/A

City: Phoenix State: AZ Zip Code: 85014

Main Office Telephone Number: (602) 870-6700 Alternate Number: N/A

Website: www.willdan.com

Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: Autumn Wollmann, CBO, Deputy Director of Building Safety
Role/Responsibilities: Project Manager
Telephone Number: (480) 787-5526 Alternate Number: N/A
E-mail Address: awollmann@willdan.com

If awarded, direct Sales questions to:

Name / Title: Autumn Wollmann, CBO, Deputy Director of Building Safety
Role/Responsibilities: Project Manager
Telephone Number: (480) 787-5526 Alternate Number: N/A
E-mail Address: awollmann@willdan.com

If awarded, direct Contract and Renewal questions to:

Name / Title: Autumn Wollmann, CBO, Deputy Director of Building Safety
Role/Responsibilities: Project Manager
Telephone Number: (480) 787-5526 Alternate Number: N/A
E-mail Address: awollmann@willdan.com

If awarded, direct Accounting questions to:

Name / Title: Autumn Wollmann, CBO, Deputy Director of Building Safety
Role/Responsibilities: Project Manager
Telephone Number: (480) 787-5526 Alternate Number: N/A
E-mail Address: awollmann@willdan.com

Cover Letter

November 20, 2020

Via Electronic Upload

County of Pinal
Attention: Lorina Gillette, CPPB Procurement Officer

Subject: **Proposal for On-Call Building Safety Residential and Commercial Plan Review Services**

The County of Pinal is interested in selecting qualified firms to provide county-wide building safety residential & commercial plan review services on an as-needed basis. The scopes of work for these on-call projects may include specification review and other miscellaneous services. Willdan Engineering (Willdan) has provided services to the County of Pinal over the past five years and offers a proposed team of individuals with career experiences providing all types of on-call residential and commercial plan reviews involving building, structural, plumbing, mechanical, electrical, energy, and fire. Our team members offer:

Strong Project Management

Our team of plan reviewers will be led by our Project Manager Ms. Autumn Wollmann, CBO whose 36-year background makes her extremely qualified to lead plan review assignments for the County. Ms. Wollmann effectively coordinates and oversees plan reviews in communities throughout the County of Pinal and the State of Arizona.

County of Pinal Expertise

Willdan provides a variety of building safety services statewide and to Pinal County. We are offering the County a team with overall experience that cannot be beat when it comes to exceeding the County's needs. Our team includes plan reviewers that have provided plan reviews to the County over the past five years.

Certifications, Education, and Training

Our team members possess State of Arizona and International Code Council registrations and certifications in civil, structural, architectural, life safety, electrical, plumbing, accessibility compliance, fire protection, and mechanical disciplines. Through active participation in the International Code Council and Arizona Building Officials Association, we maintain our training and understanding of the latest engineering trends, alternative building materials, green building principles, and sustainable construction.

Client-First Corporate Culture

Willdan makes an organizational commitment to ensure our services are the highest quality the industry has to offer. Our *Client-First* corporate philosophy ensures clients' needs are exceeded.

We look forward to continuing our relationship with the Pinal County by again partnering on this important on-call contact. Ms. Wollmann will serve as the County's single point of contact and stands ready to address any questions regarding our proposal or to negotiate on behalf of Willdan. She can be reached by mail at Willdan Engineering, 1440 East Missouri Avenue, Suite C170, Phoenix, AZ 85014; by phone at (602) 980-7600 extension 1819; by cell phone at (480) 404-8069; or by email at awollmann@willdan.com.

Respectfully submitted,

Willdan Engineering



Autumn Wollmann, CBO
Deputy Director of Building Safety

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.

"Firm History and Stability

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nation-wide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified capabilities.

Throughout our 56-year history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal building safety, engineering design, construction management and inspection, and planning services. Our full complement of support disciplines provides effective and efficient solutions to resolve ever-changing challenges experienced by municipal agencies today – and in the future.

Building Safety Services

Willdan's Building Safety Group provides building plan review and inspection for public jurisdictions throughout the western United States. Willdan's experience and strength in building safety encompasses a complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, flood zone experience, building plan review, and fire and life safety. Willdan performs these services with a team of experienced, qualified staff that have – and will continue to – respond to the needs of the County of Pinal.

Building Plan Review Expertise

Although Willdan offers a full range of services to our clients, we recognize, there is none more important than retaining qualified building safety personnel. Of all of the things that can go wrong within a community, very few have the likelihood of affecting as many within that community as a building disaster. Most of us spend the majority of our time living, working, sleeping, and playing within the confines of a structure. It is imperative that a community find a cost-effective way to provide these services to the community they serve. Willdan recognizes this need.

Project plan review goes hand-in-hand with the inspection element and is equally critical to the development process. Plan review services bring the intent of the design team and the adopted codes of the community together. It is the plans examiner's responsibility to ensure the project is designed in accordance with codes and standards adopted by the municipal agency. Working together as a team, the plans examiner, the designer, and the inspector all contribute greatly to the health, safety, and welfare of the community.

Willdan provides building safety services to jurisdictions throughout Arizona and California. Our experienced ICC-certified staff members have reviewed plans for small, large, and major projects such as casinos, low- and high-rise hotels and offices, parking structures, retail commercial developments, shopping centers, condominiums, regional malls, and residential developments for compliance with approved codes and related documents.

We bring this deep industry experience to the County of Pinal and seek every opportunity to tailor our services to the County's needs. Our plan reviewers are highly knowledgeable and equally as experienced with performing reviews in accordance with the County of Pinal's adopted codes and amendments.

Important Considerations to Providing Services

Willdan sees our role as a facilitator helping development applicants through the review, permitting, and inspection processes. We understand the process of complying with ever-changing codes, standards, regulations, and laws can be a formidable and daunting undertaking for even the most seasoned design or construction professional.

An understanding of the complexities associated with processing private development applications and potential competing interests is essential to exceptional customer service. We are there to serve the bests interests of our client and assist developers and designers complete their desired projects for the betterment of the entire community. Common sense decision-making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan's staff members bring to the County of Pinal. Willdan's management approach as implemented by Ms. Wollmann is 1) establish a staffing plan that capitalizes on individual strengths and builds flexibility and expertise; 2) establish metrics upon which to measure and improve performance; 3) schedule, assign, direct, and review all work and provide training when necessary; 4) assign staff knowledgeable in engineering principles and techniques to solve complex residential, commercial, and industrial construction challenges; 5) encourage professional certification and development in detailed analysis, examination, and evaluation of complex building plans, construction designs, specifications, and related fields; 6) organize work, set priorities, and encourage sound independent judgment within established guidelines; and 7) establish and maintain cooperative working relationships with those contacted in the course of work, including County staff, public, and various other agencies.

Plan Review Methodology

Willdan's role is to act as an extension of the County's staff. Our reviews are defined by drawings, specifications, design calculations, and reports based upon the County's adopted codes, ordinances, regulations, and standards. We perform our reviews both conventionally and through electronic means. Plan reviewers calculate fees, prepare comment letters, and redline plans for each review. Willdan emphasizes quality control in all our plan review processes – providing constant quality review throughout assigned plan reviews. Willdan maintains systems to handle large volumes of work and provide expedited services.

Our first step is to meet with the County of Pinal's staff and receive all current code information and fee structures. We will confirm plan review procedures, pickup and delivery services, refine

checklists, and gain as much project background as possible. On complex projects, Willdan can provide review during the design process to mitigate code compliance issues early in the project's design. To ensure quality, each project deliverable is reviewed for accuracy and completeness by a senior level manager. To further ensure the accuracy and consistency of our response, each plan reviewer will have access to a complete, updated ordinance and local amendment file relating to the County's adopted codes and ordinances.

Having a comprehensive understanding of the construction industry, we fully recognize things do not always go as planned. One of Willdan's strengths is our ability to recognize that there may be more than one way for a project to comply with codes. Our staff is proud that we are often called upon to evaluate projects for constructability beyond our standard plan review services. Our clients know they can count on us to give accurate feedback and help them understand the complexities of construction.

Because of our hands-on approach to solving code issues, we have typically worked with paper plans. When plans are received in a printed format, Willdan tailors our plan review comments to the specifications and requirements of the project. Our fully-developed procedures and processes mesh with County standards, procedures, and processes to provide a framework within which we produce timely and accurate plan reviews. We utilize our proprietary software, Plan Check Tracking System (PCTS), to log and track plan reviews throughout the project life. PCTS tracks the information related to the design team, discipline(s) for the plans received, date received, due date for completion, and any significant comments or submittal requirements outstanding for the plan review. PCTS highlights overloads and bottlenecks – enabling project managers to call upon staffing resources before scheduling backlogs occur.

While hard-copy plan reviews have been the traditional method, to alleviate delays and costs incurred while transmitting hard-copy plan reviews and comments, Willdan offers our clients state-of-art electronic plan reviews. The advantages of our environmentally green electronic plan review process include 1) immediate input and feedback between Willdan staff, County staff, developers, and applicants through on-line collaboration; 2) time savings – no waiting for hard-copy plans to be delivered; 3) cost savings – no printing or overnight delivery; and 4) No additional hardware or software – only Internet connection necessary. Our electronic plan review process has well prepared us for the recent pandemic mandatory office closures and working remotely with our clients and development teams.

Electronic plan review services are provided – at no additional cost – at the request of the applicant or the agency we serve. Submittals are accepted in PDF format.

Access to our electronic plan review files is set up through a secured portal. Willdan establishes user profiles to provide defined access such as view only, read and comment, or full access for comment coordination and review. Electronic redlined plans are transmitted back to the design team or the County as directed. This service enables online collaboration between the County, designer/developer, and plans examiner to facilitate a complete understanding of plan review comments and reduces shipping, printing, and timelines for plan reviews.

When reviews are completed and the project is approved, the electronic files are transmitted to the County in a format compatible with the County's recordkeeping media.

Optional Services

One of the keys to our success has been in providing building plan reviews through accelerated or third-party plan reviews between the County of Pinal and the applicant. We, therefore, offer optional services utilized by our clients.

Accelerated Plan Review

Although our standard 14-day turnaround for a review of a large commercial project is considered an accelerated review by most, we understand that expectations and the standard of service can change. For these reasons, we consider this shortened timeframe to be our standard on large projects.

Third-Party Plan Review

Willdan offers third-party plan reviews through a three-party agreement – providing the County the option of having applicants pay Willdan directly for work performed. The agreements clarify the role of all parties involved in the review process and clearly identify that our professional obligation is to you, our client. It allows the permit applicant/holder to pay Willdan directly for the same services the County of Pinal offers through outsourced plan reviews. Third-party agreements may be used for standard and accelerated plan review process times.

Communication Plan

Our plan reviewers are thorough and spend the necessary time with the applicant during the plan review process to explain any issues and what is needed to correct deficiencies. Additionally, our correction notices contain the code section or other reference number, when applicable, that the applicant may need for reference to resolve an issue. When a plan review assignment is received, a qualified member of our proposed review staff will be assigned to the project. Depending upon the complexity of the project, the staff assigned may perform multi-disciplined reviews. On complex projects, specialized plan review staff will be assigned to ensure the highest quality of service is provided. The assigned staff will be available for the duration of the project with back-up reviewers provided based upon workload and expertise. Individual project reviews will be performed by one reviewer to maintain project continuity, unless approved to add additional staff due to work progress or project complexities.

Team Availability and Continuity of Services

Willdan is committing six key high-performing staff to the County of Pinal's residential and commercial building plan review on-call contract led by our proposed Project Manager, Ms. Autumn Wollmann, CBO. We have an additional 10 qualified building safety staff in Arizona with commensurate experience who are available to assist the County with their plan review needs. These selected staff members represent a total 16 readily available staff for plan reviews. Our additional staff members have significant relevant building safety experience as plan reviewers, inspectors, or permit technicians. More significantly, our Building Safety Group offers over 150 full- and part-time knowledgeable staff capable of supporting our proposed team when needed.

These staffing resources – along with regular weekly project labor projections – provide us the staffing flexibility needed to definitively state that Willdan is fully prepared to maintain the

assignment of our Project Manager Ms. Wollmann and our proposed plan review team members. Willdan offers assurance to the County of Pinal that our proposed team members will be available to the County when needed.

In addition, Willdan performs continuous recruitment – including local recruitment – for multiple positions in all disciplines to fill any voids or requests for additional staff. If the need is immediate, we would temporarily – at no cost to the County – fill positions from our closest Willdan offices utilizing only fully-qualified staff. The staff, whether currently working for Willdan or a new hire, would be evaluated and confirmed as suitable prior to being presented to the County. Willdan does not take on a task if we cannot ensure that our staff will exceed the requirements of the requested position.

Experience of Key Personnel Performing Plan Reviews

Our team members are backed by 56 years of corporate experience providing quality services that directly align with the County's on-call needs. They provide numerous related services beyond building plan review, including inspection, preliminary concept reviews, permit technician, customized handouts, and emergency/disaster response. Each team member possesses capabilities with a variety of responsibilities within building departments, including building officials, plan reviewers, inspectors, permit technicians, and code enforcement officers and has conducted service reviews and department audits. Finally, our team offers, expertise with complex projects, including single-and multi-family residential and medical, education, hospitality, industrial, commercial developments such as hospitals, casinos, schools, offices and warehouses, shopping centers and malls, theaters, and auto dealerships for both new and remodeled construction.

Our building safety staff engage in professional development through active participation in the International Code Council and other organizations. Through this participation, our building safety staff members maintain their training and understanding of the latest industry trends, alternative building materials, green building principles, and sustainable construction; possess registrations and certifications in civil, structural, architectural, fire and life safety, electrical, plumbing, structural, mechanical, and other disciplines; and increase their expertise in reviewing and inspecting simple and complex projects, including accessibility compliance and fire protection engineering.

Project Management Team

Ms. Autumn Wollmann, CBO will serve as Project Manager and the County's main point of contact for the on-call residential and commercial building plan review contract. Ms. Wollmann possesses over 36 years of experience in the building safety and fire fields. She has developed a strong, overall knowledge of building, fire, plumbing, electrical, and mechanical codes and NFPA and ADA standards through her service as Chair of the Arizona Building Officials Code Change Committee. Ms. Wollmann's background includes her role as City of Goodyear Interim Building Inspector Supervisor where she was responsible for developing and implementing department, guidelines, forms, and public relations. She assisted the Fire Marshal with developing and implementing the City's local amendments to the International Fire Codes. While with the City of Glendale, Ms. Wollmann assisted with establishing the City's automated building

permit/inspection system and implementing an over-the-counter tenant improvement plan review program. She has been involved in plan reviews and inspections throughout Arizona, including the Cities of Chandler, Bullhead City, Phoenix, Tucson, Tempe, Kingman, Parker, Maricopa, and Peoria; Towns of Superior, Clarkdale, Buckeye, Payson, and Youngtown; Counties of Pinal, Yuma, Yavapai, Pima, Mohave, and La Paz; and Native American communities of Gila River, Quechan, Pascua Yaqui, Colorado River Indian Tribes, and Township of Kayenta. She attends Arizona Building Official, Arizona State Fire Marshal, International Code Council; and other industry building, fire, structural, mechanical, plumbing, and electrical training classes and seminars.

Ms. Wollmann possesses International Code Council Certification No. 845569 with sub-certifications for Certified Building Official, Building Inspector, Combination Dwelling Inspector, Fire Plans Examiner, Fire Inspector 1, Building Plans Examiner, Plumbing Inspector. She is a member of International Code Council's Residential Code and Certification Committees and possesses a Bachelor of Science degree in Business Management from Western International University.

Ms. Wollmann will be assisted by Mr. Patrick Johnson, PE, CBO, Director of Building Safety, serving as Principal-in-Charge and Quality Assurance Manager. As Principal-in-Charge, Mr. Johnson will be responsible for ensuring the availability of sufficient numbers and skill sets of corporate-wide highly qualified building plan review staff to timely respond to the County's review assignments. As Quality Assurance Manager, he will be responsible for assigning senior staff – not involved with the County's on-call contract – to implement Willdan's quality assurance plan. Mr. Johnson will assign a senior staff member experienced in the required disciplines to oversee specific quality assurance activities for each submitted plan review. This senior staff member will report directly to Mr. Johnson, but work closely with our Project Manager Ms. Wollmann to monitor and adjust the quality assurance activities to ensure objectives will be met. The assigned staff member's responsibility is to ensure ongoing excellent professional services and code compliance.

Our plan review of all submitted projects begins with a preliminary client and code compliance check. Thus, a guideline for quality control is provided for each project. All major or complex project first check correction lists are reviewed by the project manager or a senior plans examiner before they are returned to the applicant and client. Likewise, all projects requiring a third check are reviewed by these same individuals to verify that a third check is required before releasing the project back to the applicant and client.

Key Personnel

Ms. Wollmann will be supported by key staff with the skill sets to provide exceptional services to the County of Pinal. Our team is comprised of Mr. Russ Healey, PE, LEED AP; Mr. Ed Kulik, CBO; Mr. Abed Bzai, SE; Mr. Les Tanzer; and Mr. Joe Summers.

Mr. Russ Healey, PE, LEED AP will serve as Plan Reviewer for the County's On-Call Plan Review contract. With 38 years of experience, Mr. Healey possesses a thorough understanding of engineering disciplines involved with infrastructure improvements such as water, roadway, sewer, drainage, grading, etc. Through his LEED training and expertise, Mr. Healey offers

knowledge, experience, and appropriate credentials to ensure our clients' desires to join the global movement for innovative, healthy, resource-efficient, cost-saving green buildings is achieved. He incorporates his professional knowledge in building; HVAC; process piping; process control; building system, energy system, fire protection, and fire alarm configuration; plumbing; and electrical commissioning, monitoring, and management into his plan reviews. This background enables Mr. Healey to fully communicate with developers, designers, and contractors regarding code compliance and regulation and has led to many successful developments for hospitals, medical offices, laboratories, pharmaceutical manufacturing, telecommunication switching centers, and commercial and industrial complexes.

Mr. Healey is a state-licensed professional engineer with State of Arizona Mechanical Engineer License No. 33073 and Fire Protection Engineer License No. 52547. He possesses certification as a LEED AP from U.S. Green Building Council and a Bachelor of Science degree in chemical engineering from Drexel University.

Mr. Ed Kulik, CBO will serve as Plan Reviewer for the County's On-Call Plan Review contract. With 36 years of experience, Mr. Kulik offers solid experience in all aspects of building safety, code enforcement, and fire prevention – serving as Chief Building Official, Fire Code Official, Senior Building Inspector, Senior Plans Examiner and Code Enforcement Manager. He specializes in residential and commercial plan reviews and is highly knowledgeable in verifying compliance with applicable adopted codes, ordinances, and standards of governing jurisdictions. Mr. Kulik is actively involved with International Code Council and offers his time to serve on numerous committees such as Building Code Change Committee Chairman.

Mr. Kulik possesses International Code Council Certification No. 8417212 with sub-certifications for Certified Building Official, Certified Plan Examiner, Building Plans Examiner, Building Code Official, Certified Accessibility Inspector/Plans Examiner, Certified Building Inspector, Certified Disaster Response Inspector, and Property Maintenance and Housing Inspector. Additional certifications held by Mr. Kulik include Post-Tensioning Level 1 Installer/Inspector from Post-Tensioning Institute; Housing Code Official PC 832 Arrest, Search, Seizure, and Firearms Certification; Manufactured Home Installations and Inspections from State of Arizona Office of Manufactured Housing, His educational background has earned him certification in Public Policy and Management from the University of Arizona and Construction Technology from Ventura Community College.

Mr. Abed Bzai, SE will serve as Plan Reviewer for the County's On-Call Plan Review contract. With 13 years of experience, Mr. Bzia offers expertise in architectural and structural design,, structural analysis, and plan reviews – applying International Building Code and local jurisdictional amendments as well as codes, regulations, guidelines, and permitting required for development design. He specializes in designs, analyses, and reviews for hotels, apartments, townhomes, one- and two-family dwellings, commercial offices, shopping centers, hospitals and clinics, arenas, warehouses, and factories with features encompassing one-story structures to high-rise buildings with garages and multi-use levels.

Mr. Bzai is a state- licensed professional engineer with State of Arizona Structural Engineer License No. 43426. He possesses International Code Council Certification No.8004955 with a sub-certification for Certified Building Plans Examiner. He is a licensed civil engineer and structural

engineer in California and Nevada. His educational background offers a Bachelor of Science degree in civil structural engineering from Purdue University.

Mr. Les Tanzer will serve as Plan Reviewer for the County's On-Call Plan Review contract. With 32 years of experience, Mr. Tanzer specializes in electrical plan reviews and inspections for single- and multi-family residences. His expertise encompasses reviews for large commercial electrical projects – ensuring National Electrical Code and International Energy Conservation Code compliance. While with the City of Phoenix, Mr. Tanzer was responsible for training other reviewers and acting as Code Consistence Coordinator. He reviewed electrical plans for many prominent projects such as Phoenix Children's Hospital with a highly complex medium voltage system, Musical Instrument Museum, Phoenix Civic Plaza, City North, Marriot Lurh's Tower – a 20-story hotel, ASU School of Law, and Glendale Spring Training Facility. Mr. Tanzer served as an International Energy Conservation Code adoption committee member, National Electric Code adoption committee co-chair, and International Residential Code adoption committee member.

Mr. Tanzer possesses International Code Council Certification No. 880625 with a sub-certification for Electrical Inspector. Additional certifications held are Electrical Plans Examiner and Electrical Inspector from International Association of Electrical Inspectors and Electric Inspector from International Conference of Building Officials. His educational background earned him a Bachelor of Arts degrees in political science and history from Arizona State University and a Master of Arts degree in negotiation and dispute resolution from Creighton University.

Mr. Joseph Summers, CBO will serve as Plan Reviewer for the County's On-Call Plan Review contract. He has been in the building safety field for over 20 years performing building, accessibility, mechanical, plumbing, electrical, and fire plan reviews and inspections for residential and commercial developments. Through his participation on several local, regional, and national boards and committees tasked with development and promotion of safety in the built environment, Mr. Summers offers clients a thorough understanding of International Building Codes and provides guidance and code interpretation in developing and implementing local amendments to those codes.

Mr. Summers possesses International Code Council Certification No. 5314008 with sub-certifications for Certified Building Official, One and Two-Family Dwelling Inspector, Building Plans Examiner, Building Code Official, Building Inspector, Mechanical Code Official, Plumbing Code Official, Combination Plans Examiner, Electrical Code Specialist, Fire Plans Examiner, and Accessibility Inspector/Plans Examiner. Additional certifications held are National Incident Management System No. ICS-100 and 200, National Incident Management System No.IS700, and Certified HUD Manufactured Home Inspector. International Code Council has bestowed Mr. Summers with a Master Code Professional certification – the pinnacle of all certifications representing an extensive level of effort, knowledge, and dedication. Mr. Summers holds a Bachelor of Science degree in architectural and engineering technology from Warwick College.

Relevant Project Experience

Due to character count restrictions, Willdan has provided our relevant projects under Questionnaire 34JW 1.0.2."

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

"Willdan plan reviewers attend a minimum of 16 hours of training per calendar year through classes and seminars to maintain their International Code Council certifications and to sustain an up-to-date comprehension of all code requirements. Willdan pays staff salaries while attending and assumes all costs of the training, including attendance, materials, meals, mileage, transportation, and any necessary lodging. Copies of individual local amendments to building codes are made available to all plan reviewers. In addition, Willdan's plan reviewers often serve as extension of city/county staff – working side by side with city/county team members at city/county offices. This hands-on experience provides our team members the advantage of a clear prospective and keen understanding from a public agency point of view.

Willdan offers a wealth of building safety experience. We regularly provide on-call plan review, inspection, and permit counter services to cities, towns, tribal communities, and counties throughout Arizona. In addition, we provide staff augmentation services – providing much needed staffing support for building official and onsite staffing for plan reviewers, inspectors, permit technicians, etc. A representative listing of contracts held during the past five years encompasses the Counties of Pinal, La Paz, Maricopa, Mohave, Yavapai, Yuma, and Clark (NV); Cities of Avondale, Casa Grande, Phoenix, , El Mirage, Glendale, Goodyear, Kingman, Maricopa, Page, Peoria, Prescott, Show Low, Surprise, Tempe, Tucson, Blythe (CA), and Franklin (TN); Towns of Gila Bend, Tusayan, Wickenburg, Quartzsite, Oro Valley, and Parker; tribal communities of Gila River Indian Community, Pascua Yaqui Indian Community, Colorado River Indian Tribes, Fort Mc Dowell Yavapai Nation, Fort Mojave Indian Tribe, Ak-Chin Indian Community, and Township of Kayenta.

County of Pinal Plan Review Experience

Willdan has been providing on-call residential plan review services since 2015. Reviews encompass architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential single-family, tract, and custom homes for projects such as Robson Ranch Mountains LLC, San Tan Construction, KB Homes, Beazer Homes, Morgan Taylor Homes LLC, and Robson Communities

Other Municipal Agency Plan Review Experience

A representative sampling of our relevant project experience for select clients referenced above is provided herein.

On-Call Residential and Commercial Plan Review, City of Phoenix

Client Contact: Jason Blakely, Deputy Director, (602) 495-7346

Willdan provides on-call residential and commercial plan reviews to the City of Phoenix under an existing contract. Through this contract, our plan reviewers are available – both onsite at City Hall and offsite at Willdan's local Phoenix office – fulfilling the City's daily plan review requirements. Willdan successfully filled staffing voids, created by the retirement of several valued team members, through creative and thorough recruitment to hire qualified replacement

staff. In addition to this contract, Willdan has been providing onsite commercial and residential inspection services for the past five years. A representative listing of the projects Willdan's proposed project team members have reviewed encompass DR Horton's Paradise Ridge, Pulte Homes at Santolino, Pinnacle at Union Mark, K Hovnanian Townhomes, and various commercial/residential photovoltaic arrays.

Residential and Commercial Plan Review, City of Glendale

Client Contact: Djordje Pavlovic, Building Official, (623) 930-3130

Willdan has been providing on-call and onsite residential and commercial plan reviews. Willdan also provides onsite permit technician services and on-call commercial and residential inspection services for the past two years. Recent representative commercial projects reviewed by our proposed project team entail Arrowhead BMW Dealership for West Valley RE Investments, Arrowhead Summit apartments for Cortland, and Sprouts Grocery Remodel for Sprouts.

Residential and Commercial Plan Review, City of Goodyear

Randal Westacott, Chief Building Official, (623) 882-7934

Willdan has provided on-call and onsite residential and commercial plan review services and on-call commercial and residential inspection services for the past four years. Recent representative residential and commercial projects reviewed by our proposed project team include Duncan Family Farms Office Building for Arnott Duncan, Aviva Goodyear Multi-Family Multi-Use for HTG, and Mattamy Canyon Trails One- and Two-Family Residential for Mattamy Homes. Additional City of Goodyear projects Estrella Women's Health Center, TruHotel, Merritage Homes, Beazer Homes, and the fire station and water treatment facility projects highlighted below.

Fire Station No. 186

Willdan conducted the plan review for all phases of the fire station project, including building, plumbing, electrical, mechanical, structural, fire, and ADA. Willdan worked with City staff to quickly resolve code-related concerns to keep construction of the project within budget and meet project deadlines.

Water Treatment Facility

Willdan conducted the plan review for all phases of the water treatment facility, including building, plumbing, electrical, mechanical, structural, fire, and ADA. Willdan worked with City staff to quickly resolve code-related concerns to keep construction of the project within budget and meet project deadlines.

Casino Del Sol Hotel, Convention, and Event Center, Pascua Yaqui Indian Community

Client Contact: John De Luna, Director of Facilities, (520) 838-6741

The Tribe is completely transforming the Casino Del Sol Resort south of Tucson. Willdan is providing civil engineering design review, construction management, and building safety inspection and plan review. New facilities and amenities encompass a hotel, convention center expansion, event center, recreational vehicle park, and Zebo's Bar and Moby's Restaurant tenant

improvements. Infrastructure inspections involve grading, drainage, sewer, water, curb, gutter, sidewalk, pavement, landscaping, and building pad verification. Traffic engineering includes traffic control, signing, and striping plans implementation. Building safety services involve permitting, inspection, and plan review for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural. Project plan reviews include, but are not limited to Zebo's Restaurant Tenant Improvements, Moby's Restaurant Tenant Improvements, Casino Del Sol Limited Service Hotel, Casino Del Sol RV, Casino Del Sol Event Center, and Casino Del Sol Convention Center Expansion.

Residential Plan Review, City of Casa Grande

Client Contact: Brian Tardif, Chief Building Official, (520) 421-8630

Willdan has been providing on-call residential plan review services for the past year. Plan review includes architectural, structural, accessibility, mechanical, plumbing, electrical, and energy. Project plan reviews include – but are not limited to – residential single-family, tract, and custom homes. Willdan also provides third-party plan reviews under this on-call contract.

Lucid Motors Manufacturing Plant

Willdan provided fire and life safety and accessibility code consulting services to the architect during the design of the County's Juvenile Justice Complex. Following the design of the project, Willdan was retained by the owner to provide plan review for the County on the project. Willdan worked with City staff to quickly resolve code-related concerns to keep construction of the project within budget and meet project deadlines.

Residential and Commercial Plan Review, City of Tucson

Client Contact: Clayton Trevillyan, Building Official, (502) 909-5176

Willdan has been performing third-party and onsite residential and commercial plan reviews. In addition, Willdan also provides onsite permit technician and onsite commercial and residential inspection services for the past six years. Recent representative residential and commercial projects reviewed by our proposed project team encompass Arizona Vascular Shell Station for AZVS, Caelin Norgord Custom Home, and McDonald's Restaurant for McDonald's Corporation.

On-Call Building and Fire Plan Review, County of Mohave

Client Contact: Gilbert Smaby, Building Official, (928) 757-0903

Willdan has been providing on-call residential and commercial plan review services for the past two years. Plan review includes architectural, structural, accessibility, mechanical, plumbing, electrical, and energy. Project plan reviews include, but are not limited to Residential Single-Family, Tract, and Custom Homes, Northern Arizona Consolidated Fire District, Bradbury Memorial Center crematory addition, Strategies Hanger, Pancho Villa Restaurant, Desert Springs Tire Shop, and the Mohave County Justice Complex highlighted below.:

Mohave County Justice Complex

The project is a six-jail complex providing 688 beds and encompassing 225,500 square feet. Willdan conducted building safety plan review for all disciplines, including energy. Willdan provided civil plan reviews for the sewer and water plans. Through our electronic plan review, weeks were saved off the original schedule. maintain a budget and schedule spreadsheet for all projects. Willdan worked with City staff to quickly resolve code-related concerns to keep construction of the project within budget and meet project deadlines.

On-Call Building and Fire Plan Review, Inspection, and Building Administration, Town of Tusayan

Client Contact: Charlie Hendrix, Town Manager, (928) 638-1170

Willdan has served the Town of Tusayan providing a wide range of on-call engineering, planning, and building safety services. We work closely with Town staff, developers, National Forest Service, Grand Canyon National Park, South Grand Canyon Services District, Fire District, Grand Canyon Airport, and Arizona Department of Transportation to ensure all projects comply with applicable design standards and local, state, and federal regulations in this environmentally sensitive area. We serve the Town with dedicated team members that have created strong relationships with Town staff – incorporating both familiarity and professionalism into those relationships. We have been highly praised by the Town Council and Town Manager for our diligent work and our quick response to project challenges affecting Town residents. Project plan reviews encompass the Red Feather Lodge Remodel, Tesla EV Charging Station, Chicken Kitchen Tenant Improvements, IMAX Theatre Expansion, numerous hotel and resort upgrades, Update Town to full GIS mapping and compatibility with all layers of information and utilities within town, Dark skies study to determine Town's impact on Grand Canyon viewshed to comply with Town's Height Ordinance and Zoning Code update, and a master-planned community project funded in cooperation with FHA to create affordable local workforce housing.

Commercial Plan Review, City of Maricopa

Client Contact: Bill Lahr, Building Official, (520) 349-7093

Willdan has been providing on-call commercial plan reviews to the City of Maricopa for the past two years. Recent representative projects involve plan reviews for Sprouts Farmers Market remodel and Sonoran Creek new retail development of gray shell buildings for Thompson Thrift Development, Inc.; City of Maricopa fire/medical administration building; City of Maricopa maintenance facility addition; and APEX Motor Club garage condominiums for a private race track."

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

"To the best of our knowledge, Willdan has no financial, business, or other relationship within the County of Pinal that may have an impact upon the outcome of this contract or any resulting projects. Willdan has no clients who may have a financial interest in the outcome of this contract or any of the projects that will follow and has no financial interests or relationships with any construction/development company that might propose future deveopment projects.

If such a conflict of interest should come to our attention during the contract, Willdan will immediately notify County staff."

Autumn Wollmann, CBO

Project Manager

Profile Summary

Education: BS, Business Management, Western International University, Phoenix

Registration: International Code Council Certification No. 8091203
Certified Building Official, International Code Council
Certified Building Code Official, International Code Council
Building Inspector, International Code Council
Combination Dwelling Inspector, International Code Council
Fire Inspector 1, International Code Council
Fire Plans Examiner, International Code Council
Building Plans Examiner, International Code Council
Plumbing Inspector, International Code Council
Residential Combination Inspector, International Code Council
Certified Fire Investigator, State of Arizona

Experience: 36 Years

Ms. Autumn Wollmann is highly experienced in the building safety and fire fields and offers strong, overall knowledge of building, fire, plumbing, electrical, and mechanical codes and NFPA and ADA standards through her service as Chair of the Arizona Building Officials Code Change Committee. In this position, she presented code change proposals to building officials during the annual code hearings for the International Code Council. Ms. Wollmann has been involved in plan reviews throughout Arizona, including Native American communities of Pascua Yaqui, Colorado River Indian Tribes, Township of Kayenta, Gila River Indian Community, Fort Yuma Quechan Tribe, and Fort Mohave Indian Tribe; Cities of Bullhead City, Phoenix, Chandler, Tucson, Tempe, Goodyear, Kingman, Parker, Maricopa, and Peoria; Towns of Superior, Clarkdale, Buckeye, Payson, and Youngtown; and Counties of Yuma, Yavapai, Mohave, Pinal and La Paz. She has attended Arizona Building Official/Arizona State Fire Marshal classes for building, fire, structural, mechanical, plumbing, and electrical; various International Code Council seminars and training; and other industry seminars and training.

During her employment with the City of Goodyear, Ms. Wollman was responsible for reviewing residential and commercial building/fire plans and related documents. She served as Interim Building Inspector Supervisor responsible for establishing department policy; addressing questions and concerns of builders, engineers, and the general public; creating and implementing Building Department policies, guidelines, forms, and handouts; and assisting the Fire Marshal with establishment and implementation of City amendments to International Fire Codes. Ms. Wollman served as the City of Glendale's Development Services Representative and Building Plans Examiner for 13 years. There, she was responsible for residential and commercial zoning, building, engineering plan, permit, and related document reviews and verifying compliance with the City's adopted codes, ordinances, and standards. Ms. Wollman was responsible for assisting with establishing the City's first automated building permit/inspection system and creating and implementing the City's over-the-counter tenant improvement plan review program.

Recent Relevant Project Experience

On-Call Plan Review, County of Pinal, Arizona. Project Manager responsible for overall project management and oversight for building safety and related services provided for on-call plan reviews. Reviews encompass architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential developments constructed by:

- Robson Ranch Mountains LLC
- San Tan Construction
- KB Homes
- Beazer Homes
- Morgan Taylor Homes LLC
- Robson Communities

On-Call Engineering and Building Safety Services, County of La Paz, Arizona. Project Manager responsible for overall project management and oversight of building safety development projects throughout the County – working directly with the Community Development Director and rural community leaders to ensure all projects comply with applicable design standards and local, state, and federal regulations. Services encompass all aspects of building safety services from Building Official staff augmentation to permitting.

Justice Complex, County of Mohave, Kingman, Arizona. Project Manager responsible for overall project management and oversight for building safety and related services provided for six-jail complex. The 688-bed facilities encompasses 225,500 square feet. Willdan conducted building safety plan review for all disciplines, including energy. Willdan provided civil plan reviews for the sewer and water plans.

Casino Del Sol Resort, Pascua Yaqui Indian Tribe, Tucson, Arizona. Project Manager responsible for overall project management and oversight for building safety and related services provided for the resort enhancement. Building safety services involve permitting and plan review and inspections for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural.

Contract Staff Augmentation Services, Town of Tusayan, Arizona. Town Building Official/Project Manager responsible for overall project management and oversight of building safety development projects throughout the Town – working directly with the Town Manager, staff, and developers to ensure all projects comply with applicable design and safety code standards and local, state, and federal regulations in this environmentally-sensitive area. Services encompass all aspects of building safety services from Building Official staff augmentation to permitting.

On-Call Plan Review and Inspection, City of Goodyear, Arizona. Project Manager responsible for overall project management and oversight of building safety plan review and inspections provided for specific development projects throughout the City. Representative recent development projects include:

- Fire Station No. 186
- Water Treatment Facility

On-Call Engineering and Building Safety Plan Review and Inspection, City of Avondale, Arizona. Project Manager responsible for overall project management and oversight of building safety plan review and inspections provided for specific development projects throughout the city. Representative developments involve Phoenix International Raceway and various hotel; commercial; retail center; and new and remodeled residential, apartment complex, and single-family home projects. Willdan provides civil engineering, building permit zoning clearance, third-party plan review, building safety inspection, fire safety, and building permitting.

On-Call Plan Review, Inspection, and Counter Support Services, City of Tucson, Arizona. Building Safety Project Manager responsible for overall project management and oversight of building safety plan review and inspections provided for specific development projects such as:

- Leman Academy
- BUMC Urology Tenant Improvement
- Jimmy Johns Tenant Improvement
- Custom Home Residences
- Leman Academy
- BUMC Urology Tenant Improvement

On-Call Plan Review and Inspection, City of Tempe, Arizona. Project Manager responsible for overall project management and oversight of building safety plan review and inspections provided for specific development projects such as:

- Chase Center Point
- Wells Fargo Bank
- The Wedge
- Howe Apartments
- Broadstone Lakeside
- Valor on Eighth Street
- Enterprise
- First Watch
- McClintock Station
- Willis Watson Call Center
- Papago Park Condos
- CVS
- Fourth Street Townhouses
- Rio Salado

On-Call Plan Review and Inspection, Various Municipalities, Arizona. Project Manager responsible for overall project management and oversight of plan reviews and inspections provided for development projects located in:

- County of Yuma
- County of Mohave
- County of Yavapai
- Town of Parker
- City of Kingman
- City of Phoenix
- City of Peoria
- City of Bullhead City
- City of Show Low
- Fort Mohave Indian Tribe

Russ Healey, PE, LEED AP

Plan Reviewer

Profile Summary

Education: BS, Chemical Engineering, Drexel University

Registration: Mechanical Engineer, Arizona No. 33073
Fire Protection Engineer Arizona No. 52547
LEED AP, U.S. Green Building Council

Experience: 38 Years

Mr. Russ Healey is adept at performing electronic and hard-copy plan and related document reviews and verifies adopted codes, ordinances, and standards of jurisdictions applicable to individual projects. He possesses a thorough understanding of engineering disciplines involved with infrastructure improvements such as water, roadway, sewer, drainage, grading, etc. Through his LEED training and expertise, Mr. Healey offers knowledge, experience, and appropriate credentials to ensure our clients' desires to join the global movement for innovative, healthy, resource-efficient, cost-saving green buildings is achieved.

Mr. Healey's background encompasses engineering, code compliance, and construction administration and inspection for hospitals, laboratories, pharmaceutical manufacturing, telecommunication switching centers, and commercial and industrial complexes. His professional knowledge entails building; HVAC; process piping; process control; building system, energy system, fire protection, and fire alarm configuration; plumbing; and electrical commissioning, monitoring, and management. Mr. Healey has successfully applied his practice to numerous medical, laboratory, industrial, institutional, and municipal projects.

Mr. Healey has served as project engineer for numerous projects inspecting for compliance with design documents and conformity with codes. He has been involved in master planning for site utilities and building placements His capabilities involve interpreting civil engineering drawings and terminology. His strong collaboration skills create a positive environment with clients and contractors to coordinate a path forward in making corrections and keeping projects on schedule.

Relevant Project Experience

Fire Station No. 186, City of Goodyear, Arizona. Plan Reviewer responsible for reviewing all mechanical, plumbing, and fire protection plans required for a 13,895-square-foot, two-bay fire station with six dorm rooms. Willdan services encompassed plan review, inspection, and administration for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural. Project valuation was $6,278,894.

Lucid Motors Electric Vehicle Factory, City of Casa Grande, Arizona. Inspector responsible for reviewing all fire systems inspections required for a new 820,000-square-foot, vehicle factory building. Willdan is performing fire systems inspections.

Best Western Squire Inn Remodel, Town of Tusayan, Arizona. Plan Reviewer responsible for reviewing all mechanical, plumbing, and fire protection plans required to complete a 23,00-square-foot accessible guest room remodel. Willdan performed plan review, permitting, inspections, building official, and administrative work.

Arizona Biomedical Collaborative, Arizona State University/University of Arizona, Phoenix, Arizona. Project Designer responsible for design, code compliance and inspection for mechanical, plumbing, fire protection/alarm and BMS\ to house a collaborative effort between Arizona State University and the University of Arizona to advance research in the fields of diabetes and cancer. The first two floors were designed as bioinformatics and adjacent principal investigator offices with the infrastructure to perform as research labs.

Peoria Public Safety Administration Building - City of Peoria, Arizona. Project Designer responsible for design, code compliance and inspection for mechanical, plumbing and fire protection. The design/build project included police and fire department administrative offices, 911 operations, emergency operations center, police certification five-bay firing range, community television production/post production center, and Chanel 11 broadcast studio.

Operating Room Suite Expansion, Department of Veterans Affairs, Tucson, Arizona. Project Designer responsible for design and inspection of fire protection, plumbing, mechanical, electrical, and site work The operating room expansion was part of a 6,100-square-foot addition to the second floor of Building No 57.

Emergency Department Addition, City of Page, Arizona. Project Designer responsible for design and inspection of the 35,000-square-foot hospital expansion. The improvements encompassed a new Emergency Department to replace the existing one; new boilers in the existing boiler room; rooftop air cooled chillers and new air handlers, HVAC distribution, extension of medical gases, and other plumbing and fire protection improvements.

Ed Kulik, CBO

Plan Reviewer

Profile Summary

Education: Certifications, Public Policy and Management, University of Arizona
Certification, Construction Technology, Ventura Community College

Registration: International Code Council No. 8417212
Certified Building Official, International Code Council
Certified Plan Examiner, International Code Council
Building Plans Examiner, International Code Council
Building Code Official, International Code Council
Certified Accessibility Inspector/Plans Examiner, International Code Council
Certified Building Inspector, International Code Council
Property Maintenance and Housing Inspector, International Code Council
Post-Tensioning Level 1 Installer/Inspector by Post-Tensioning Institute
Housing Code Official PC 832 Arrest, Search, Seizure and Firearms Certification
Manufactured Home Installations and Inspections, State of Arizona Office of Manufactured Housing
Certified Disaster Response Inspector, International Code Council

Experience: 36 Years

Mr. Ed Kulik offers solid experience in all aspects of building safety, code enforcement, and fire prevention – serving as Chief Building Official, Fire Code Official, Senior Building Inspector, Senior Plans Examiner and Code Enforcement Manager. He specializes in residential and commercial plan reviews and is highly knowledgeable in verifying compliance with applicable adopted codes, ordinances, and standards of governing jurisdictions.

Mr. Kulik is actively involved with International Code Council and offers his time to serve on numerous committees such as Building Code Change Committee Chairman.

Relevant Project Experience

On-Call Plan Review, County of Pinal, Arizona. Plan Reviewer responsible for reviewing plans for compliance with applicable international codes and local adopted County codes. Reviews encompass architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential developments constructed by:

- Robson Ranch Mountains LLC
- San Tan Construction
- KB Homes
- Beazer Homes
- Morgan Taylor Homes LLC
- Robson Communities

On-Call Residential Plan Reviews, City of Prescott, Arizona. Plan Reviewer responsible for providing on-call residential plan review services. Plan review involve architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential single-family, tract, and custom homes.

On-Call Plan Review, Fort Mojave Indian Tribe, Mohave, Arizona. Plan Reviewer responsible for providing on-call residential plan review services. Plan review involve architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential single-family, tract, and custom homes; tenant improvements; and new ground-up commercial buildings – including educational and medical institutional buildings.

Chief Building Official, County of Mohave, Kingman, Arizona. Building Safety Division Head responsible for administration and supervision of all operational programs, including budget, discipline, staff direction, development of strategic objectives, daily department activities, and other functions relating to plan review, inspections, and maintenance of all processes.

Contract Extension of Staff, City of Needles, California. Plan Reviewer responsible for providing as-needed contract staff augmentation and assisting Building Safety Department staff with department initiation and setup, plans reviews, and inspections for residential and commercial development, and reviewing medical marijuana growing operations for code compliance and state regulations.

Building and Fire Code Official/Code Compliance Manager, City of Goodyear, Arizona. Division Head of Building Safety, Code Compliance, Enforcement, and Fire Prevention charged with administration and supervision of all

operational programs, including budget, discipline, staff direction, development of strategic objectives, daily departmental activity oversight, and other functions relating to plan review, inspections, permit administration, and operations and maintenance of all processes.

Various Positions, City of Goodyear, Arizona. Building Inspection Supervisor/Senior Building Inspector/Contract Building Inspector responsible for management and oversight of all City inspections, supporting the Chief Building Official with daily operational functions and serving as Acting Chief Building Official during absences, providing plans reviews and inspections for residential and commercial development and for very complex development such as hospitals and large-scale distribution warehouses, and monitoring inspection procedures for policy compliance.

Building Safety Department, City of Chandler, Arizona. Senior Building Code Specialist responsible for supervising day-to-day inspection activities, coordinating inspection schedules, conducting inspection on large-scale commercial development, implementing mobile inspection software for entering data in the field; and performing as Chief Building Official during absences.

Abed Bzai, SE

Plan Reviewer

Profile Summary

Education: BS, Civil Structural Engineering, Purdue University, Indiana

Registration: Certified Building Plans Examiner B3, International Code Council
Structural Engineer, Arizona No. 43426

Experience: 13 Years

Mr. Abed Bzai offers expertise in architectural and structural design and plan reviews – applying International Building Code and local jurisdictional amendments as well as codes, regulations, guidelines, and permitting required for development design. He specializes in designs and reviews for hotels, apartments, townhomes, one-and two-family dwellings, commercial offices, shopping centers, hospitals and clinics, arenas, warehouses, and factories with features encompassing one-story structures to high-rise buildings with garages and multi-use levels.

Mr. Bzai is proficient in structural analysis reviews and performs architectural, structural, ADA accessibility, civil infrastructure, grading, and drainage plan reviews for residential, commercial, and industrial buildings.

Relevant Project Experience

Planning and Development Department, City of Phoenix, Arizona. Civil Engineer III responsible for reviewing plans for commercial, industrial, and residential developments in conformance with structural, architectural, accessibility, grading, drainage, and public infrastructure requirements applicable to the International Building Code and City of Phoenix adopted codes and amendments.

Public Transit Department, City of Phoenix, Arizona. Project Manager for responsible for oversight and overall project management of public transit projects, including planning, study, design, and construction. The projects encompassed bus maintenance facilities, transit centers, and park-and-rides. The project scopes entailed development the full scope of work and budgets; reviewing the plans and specifications for compliance with city code, standards and scope of work; coordinating with other City departments and state and county agencies; inspecting existing facilities and finished construction; monitoring design and construction progress representing the City in meetings with the public, consultants, and contractors; and ensuring compliance with federal guidelines and regulations.

Development Services Department, City of Phoenix, Arizona. Structural Plans Engineer responsible for reviewing plans for compliance with structural, architectural, and accessibility requirements of the International Building Code and City of Phoenix adopted codes and amendments.

Les Tanzer

Plan Reviewer

Profile Summary

Education: MA, Negotiation and Dispute Resolution (Organization concentration), Creighton University
BA, History, Arizona State University
BA, Political Science (Urban Government concentration), Arizona State University

Registration: International Code Council No. 880625
Electrical Inspector, International Code Council
Electrical Plans Examiner, International Association of Electrical Inspectors
Electric Inspector, International Conference of Building Officials
Electrical Inspector, International Association of Electrical Inspectors

Experience: 32 Years

Mr. Les Tanzer specializes in electrical plan reviews and inspections for single- and multi-family residences. His expertise encompasses reviews for large commercial electrical projects – ensuring National Electrical Code and International Energy Conservation Code compliance. While with the City of Phoenix, Mr. Tanzer was responsible for training other reviewers and acting as Code Consistence Coordinator. He reviewed electrical plans for many prominent projects such as Phoenix Children's Hospital with a highly complex medium voltage system, Musical Instrument Museum, Phoenix Civic Plaza, City North, Marriot Lurh's Tower – a 20-story hotel, ASU School of Law, and Glendale Spring Training Facility. Mr. Tanzer served as an International Energy Conservation Code adoption committee member, National Electric Code adoption committee co-chair, and International Residential Code adoption committee member.

Relevant Project Experience

Best Western Squire Inn Remodel, Town of Tusayan, Arizona. Plan Reviewer responsible for reviewing all electrical plans required to complete an accessible guest room remodel for Best Western Squire Inn. Willdan performed plan review, permitting, inspections, building official, and administrative work for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural. Total square foot was 24,000 with a combined valuation of $150,000.

Candlewood Suites, Mohave County, Arizona. Plan Reviewer responsible for reviewing all electrical plans required for a new 48,256-square-foot, four story hotel. Willdan performed plan review, inspection, and administration for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural. Project valuation was $5,502,631.

On-Call Plan Review and Inspection, City of Phoenix, Arizona. Plan Reviewer and Inspector responsible for reviewing and inspecting citywide project development such as:

- Phoenix Children's Hospital
- Mesa Lutheran Hospital
- Palo Verde Nuclear Generating Station
- The Musical Instrument Museum
- Grand Canyon University Expansion and Remodel
- Glendale Spring Training Facility
- Luhr's Tower Marriot Hotel
- Block 23 30-Story High-Rise Commercial/Residential

On-Call Building Plan Review and Inspection, Town of Gila Bend, Arizona. Plan Reviewer responsible for reviewing all electrical plans required for residential and commercial building development. Willdan provided plan review and inspection services.

On-Call Building Plan Review and Inspection, Town of Wickenburg, Arizona. Plan Reviewer responsible for reviewing all electrical plans required for residential and commercial building development. Willdan provided plan review and inspection services.

On-Call Plan Review and Inspection, City of Sumerton, Arizona. Plan Reviewer responsible for providing all electrical plans required for all electrical plans required for residential and commercial building development. Willdan provided plan review and inspection services.

On-Call Plan Review and Inspection, Mohave County, Arizona. Plan Reviewer responsible for providing all electrical plans required for all electrical plans required for residential and commercial building development. Willdan provided plan review and inspection services.

Fire Station No. 186, City of Goodyear, Arizona. Plan Reviewer responsible for reviewing all electrical plans required for a 13,895-square-foot, two-bay fire station with six dorm rooms. Willdan services encompassed plan review, inspection, and administration for overall building safety, architecture, ADA access, electrical, mechanical, plumbing, and structural. Project valuation was $6,278,894.

Joseph Summers, CBO

Plan Reviewer

Profile Summary

Education: BS, Architectural and Engineering Technology, Warwick College

Registration:
ICC Certification No. 5314008
Certified Building Official
Master Code Professional Certification
One and Two-Family Dwelling Inspector – R5
Building Plans Examiner – B3
Building Code Official – B6
Building Inspector – B5
Mechanical Code Official – M6
Plumbing Code Official – P6
Combination Plans Examiner – C3
Electrical code specialist – E8
Fire Plans Examiner – F3
Accessibility Inspector/Plans Examiner – 21
National Incident Management System No. ICS-100 and 200
National Incident Management System No.IS700
Certified HUD Manufactured Home Inspector

Experience: 20 Years

Mr. Joseph Summers performs building, accessibility, mechanical, plumbing, electrical, and fire plan reviews and inspections for residential and commercial developments. Through his participation on several local, regional, and national boards and committees tasked with development and promotion of safety in the built environment, Mr. Summers offers clients a thorough understanding of International Building Codes and provides guidance and code interpretation in developing and implementing local amendments to those codes.

International Code Council has bestowed Mr. Summers with a Master Code Professional certification – the pinnacle of all certifications representing an extensive level of effort, knowledge, and dedication.

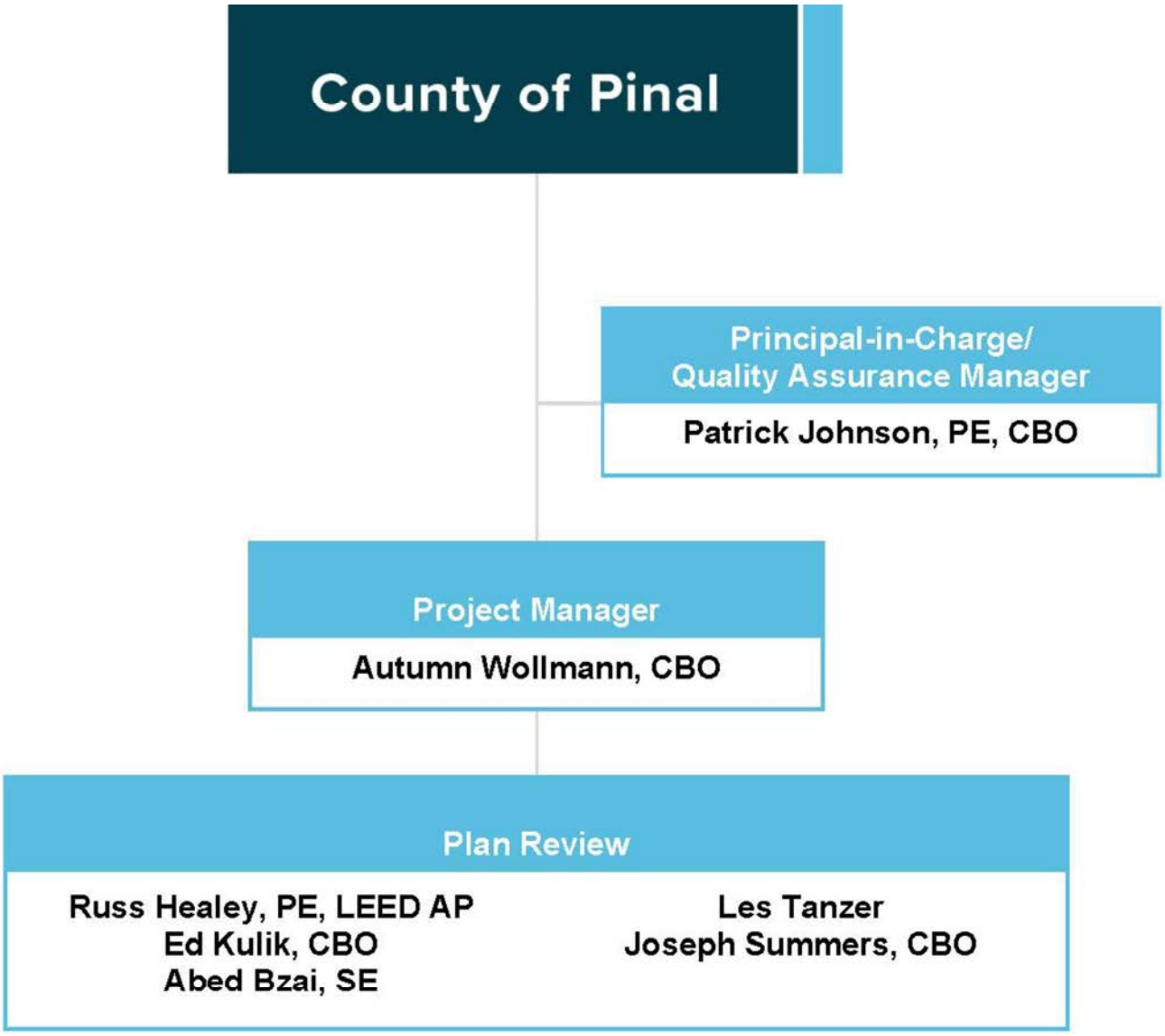
Relevant Project Experience

On-Call Plan Review, County of Pinal, Arizona. Plan Reviewer responsible for reviewing plans for compliance with applicable international codes and local adopted County codes. Reviews encompass architectural, structural, accessibility, mechanical, plumbing, electrical, and energy for residential developments constructed by:

- Robson Ranch Mountains LLC
- San Tan Construction
- KB Homes
- Beazer Homes
- Morgan Taylor Homes LLC
- Robson Communities

Foxwoods Resort and Casino, Mashantucket Pequot Tribal Nation, Connecticut. Building Code Official responsible for review and recommendation of code change proposals to the Land Use Commission based upon the national building codes and for performing plan reviews and inspections for the resort and casino. Improvements to the over 8-million-square-foot facility encompassed renovations and alterations to the existing facility along with all structures on tribal land. These structures entailed a museum, community center, child development center, co-gen plant, wastewater treatment plant, and single- and multi-family housing. Responsible

Building Official/Zoning Enforcement Officer, Town of Hebron, Connecticut. Town Official responsible for oversight and performance of building safety and code enforcement staff services, including site plan and subdivision reviews , enforcement of Connecticut State Building Codes and Town of Hebron zoning regulations, conferences with contractors and developers to review the requirements and status of projects, calculating and verifying construction values and building permit fees, creating a customer-friendly webpage on the Town website to disburse general information and provide access to application forms and monthly building permit reports.


County of Pinal
Principal-in-Charge/
Quality Assurance Manager
Patrick Johnson, PE, CBO
Project Manager
Autumn Wollmann, CBO
Plan Review
Russ Healey, PE, LEED AP
Ed Kulik, CBO
Abed Bzai, SE
Les Tanzer
Joseph Summers, CBO

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: **Willdan Engineering**

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: **Willdan Engineering**

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 _____ March 15, 2023

Jeff Serdy, Chairman Pinal County Board of Supervisors — Date