

VILLAGE OF DOWNERS GROVE
Report for the Village
7/10/2018

SUBJECT:	SUBMITTED BY:
Contract for residential permit review with Safebuilt and TPI Building Code Consultants	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A motion is requested to award two individual contracts for one year each for residential development review services to Safebuilt and TPI Building Code Consultants, Inc (TPI).

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services* and *Continual Innovation*.

FISCAL IMPACT

The estimated annual cost of these two contracts is \$225,000 (\$112,500 each). The actual cost will be based on the number and type of building permit applications submitted. The current fully loaded annual cost of the two Village staff positions performing these tasks (Project Manager) is \$210,000. Sufficient budget authority exists in the FY18 General Fund for these contracts.

Costs of these contracts are covered by building permit fee revenue. The contracts may be cancelled at any time.

RECOMMENDATION

Approval on the July 10, 2018 consent agenda.

BACKGROUND

The Community Development Department manages the development permitting process. Much of the development in the Village is for residential projects. These permit types include but are not limited to permits for new homes, additions, kitchen remodels, decks, and pools.

For the past several years, the Village has employed two full-time project managers to review permit applications for residential development. Recently, both persons employed as project managers voluntarily separated from the Village. For the past six months, staff has actively recruited to fill these vacancies. No qualified applicants have been identified during the recruitment process.

Based on the lack of qualified candidates to fill these two positions and the need to continue providing residential development review services, the Village is proposing to contract with two consultants, Safebuilt and TPI, to provide these services. The expected benefits of these contracts include:

- Increased ability to provide permit review services to match fluctuating service demands
- Reduction in staff time spent managing Village personnel

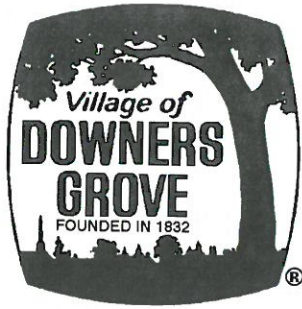
The two firms will provide building permit review services for all residential permit types. Staff anticipates dividing the number of reviews between the two firms to help assure timely reviews on behalf of the customer. Both of the nominated firms have the capacity to provide these services. The Village project managers performed these building permit review tasks and also performed project management and customer service tasks. Since the two firms will not be performing project management and customer service tasks, staff is in the process of developing an operational plan for the provision of these services. The operational plan will be reflected in the FY19 Proposed Budget.

The Village initially issued a Request for Proposal (RFP) in January 2018 to provide limited residential permit reviews. The Village interviewed three firms that submitted proposals. Two firms, Safebuilt and TPI, demonstrated more knowledge and compatibility with the Village approach to development review and customer service. Staff recommends contracting with both firms to provide residential permit reviews. Both firms are interested in sharing the contractual services.

Safebuilt has satisfactorily provided services to the Village in the area of code enforcement and building inspections and has extensive experience in providing other communities with residential permit review services. TPI has satisfactorily provided limited residential permit review services to the Village and has extensive experience in providing other communities with residential permit review services.

ATTACHMENTS

Contracts



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:
SAFEbuilt Illinois, LLC

Project Name: New Single Family Residential Permit Review Services
Proposal No: RFP-0-3-2018/tt
Proposal Due: 11:00 a.m. Wednesday, February 14, 2018
Pre-Proposal Conference: NA

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: January 31, 2018
Date Issued: January 31, 2018
This document consists of 22 pages.

Return (1) **original** and (1) **CD or Flash Drive** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **February 14, 2018, 11:00 a.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. **SEXUAL HARASSMENT POLICY**

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 9.1.1 Notes the illegality of sexual harassment;
 - 9.1.2 Sets forth the State law definition of sexual harassment;
 - 9.1.3 Describes sexual harassment utilizing examples;
 - 9.1.4 Describes the Proposer's internal complaint process including penalties;
 - 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

- 10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 10.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

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the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

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bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

insert here- please include all special requirements that pertain to this contract. ALSO PLEASE INCLUDE CONTRACT TERM, if applicable) Please see page 55 for contract term.

1. BACKGROUND

The Village of Downers Grove processes over 2,300 building permit applications annually, including approximately 70 new single family residential permit applications. All residential building permit applications must comply with the 2015 ICC family of residential codes. The Village has full responsibility to interpret and enforce the provisions of these codes. The Village is seeking professional consultant services to meet the following objectives:

- A. To review all new single family residential permit applications
- B. To ensure accurate enforcement of Village, State, and Federal building related standards.
- C. To meet the technical expertise requirements of the ICC residential family of codes
- D. To achieve consistency of code interpretation.

The Village desires that the selected Consultant must be well-qualified in all of the following areas:

- A. General municipal architectural, structural, mechanical, and energy efficiency regulatory review, electrical, plumbing, and zoning.
- B. 2015 ICC family of residential codes

If the Consultant does not meet technical expertise requirements for all areas, an agreement with one or more sub-consultants will be considered. However, the Village may choose to select a Consultant based solely on expertise in just one area. The Village also reserves the right to select more than one consultant, in order to help with periods of peak workload or potential conflicts of interest.

2. DETAILED SCOPE OF ARCHITECTURAL REVIEW SERVICES

- A. Review new single family residential applications associated with proposed improvements in the Village.
- B. Write a review letter to the Village for each permit submittal cycle. If a submittal is not sufficiently complete to warrant a full review, the Consultant shall send a letter stating such to the Village.
- C. Confer with the Village Building Division Manager in all cases where code language may be subject to interpretation.
- D. Seek opinions from the Village Building Division Manager when needed to guide code interpretations.
- E. Projects may include the following: new single family homes and new single family homes constructed on existing building foundations.
- F. Review zoning, architectural, electrical, energy conservation, mechanical, plumbing and structural drawings in addition to specifications.

3. DELIVERABLES

- A. Review letters and other correspondence as required by the Scope.
- B. Monthly billing invoices accompanied by detailed descriptions of the project (e.g. "1st review for 123 Main Street"). Separate project numbers shall be assigned for each review project, and **the total project billing shall be calculated and provided to the Village via e-mail within 24 hours of the Consultant's recommendation for permit approval or upon request by the Village.**

4. PROVISIONS BY VILLAGE

The Village can provide the selected Consultant one copy of each of the following as needed:

- A. Village of Downers Grove Building Code amendments
- B. Standard format for Village review letters as needed.

5. SCHEDULE

This Contract shall be in effect from the date of execution by the Village until the conclusion of the Village's 2018 fiscal year on December 31, 2018. Any annual rate adjustments shall be as stated in the proposal and as agreed upon by the Village in the RFP selection process.

Following are the required schedule performance requirements for reviews:

Project Type	Allowable Return Time
Standard 1 st Review	8 business days
Subsequent submittals	4 business days

6. CONSULTANT PROPOSAL CONTENT

Proposals should be as succinct as possible. Unnecessary promotional material will only detract from the overall presentation. Include the following elements:

- A. Name and address of the firm's local office and primary contact person.
- B. Résumés of key and support staff.
- C. Any sub-consultant services and their qualifications planned for this project.
- D. Pertinent project experience summary sheets of the firm(s) with names of project contacts, cost, location, and brief project descriptions. Appropriate projects within the last 3 years are sufficient.
- E. List of all current and recent clients, and their contact information, for projects within the Village (within the past 3 years). Also include this information for any subsidiaries or other companies in which the Consultant has a significant financial interest.

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- F. A brief description of any disputes and litigation resulting from architectural review services performed within the last three (3) years.
- G. Any limitation on the total number of staff hours that can be allocated to work under this contract on a monthly basis.
- H. Two previous new single family review letters that were completed for another municipality.

7. COMPENSATION / AGREEMENT

Provide flat rate for each review which is to include plan review, report development, and code consulting. Include pricing for travel charge separately, if applicable.

8. CONSULTANT EVALUATION

Proposals will be evaluated based on the following criteria:

- A. Capability and experience on comparable projects.
The Consultant must demonstrate meeting of applicable technical expertise requirements as outlined in the 2015 ICC family of residential codes.
- B. Previous similar municipal architectural review services.
The Consultant must demonstrate on-going or previous experience completing these review services for other municipalities.
- C. Dedication of firm to avoid conflicts of interest within the Village.
The Village desires to minimize the number of private permit applicants (not other government agencies) who act as clients to the Consultant. Please indicate whether you are willing to forgo any work for building permit applicants to the Village.
- D. Proposed staff and rates.
Demonstrate the appropriate mix of design professionals and technical staff and experience on similar projects. The Village desires to maintain rates that are consistent with industry standards while providing high quality services to our customers.
- E. Interviews
The Village reserves the right to conduct interviews with all or some of the proposers at any point during the evaluation process. In the event interviews are conducted, information provided shall be taken into consideration when evaluating proposals.

9. OTHER PERTINENT DETAILS

The Department of Community Development will administer this contract. The primary points of contact will be the Building Division Manager and the Director of Community Development.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

SAFEbuilt's response begins on the following page.

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

SAFEbuilt Illinois, LLC

Company Name

Date: 2/7/2018

3755 Precision Dr., Ste. 140

Street Address of Company

snero@safebuilt.com

Email Address

Loveland, CO 80538

City, State, Zip

Steve Nero

Contact Name (Print)

312.339.0436

Business Phone

866-977-4111

13-Hour Telephone

877.203.2704

Fax

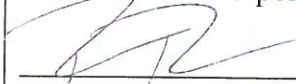

Signature of Officer, Partner or

Sole Proprietor

Thomas Wilkas, Chief Financial Officer

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: SAFEbuilt Illinois, LLC

ADDRESS: 3755 Precision Dr., Ste. 140

CITY: Loveland

STATE: CO

ZIP: 80538

PHONE: 866-977-4111 **FAX:** 877-203-2704

TAX ID #(TIN): 46-2340439

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency


SIGNATURE: 

DATE: 2/7/2018

PROPOSER'S CERTIFICATION

With regard to Stormwater Permit Review Services, proposer SAFEuilt Illinois, LLC hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

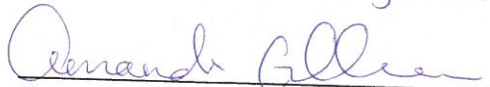
BY: 
Proposer's Authorized Agent

4 6 - 2 3 4 0 4 3 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 7th day of February, 2018.


Notary Public

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154016455
MY COMMISSION EXPIRES 04-27-2019

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of SAFEbuilt Illinois, LLC, and the full names of its Officers are as follows:

President: Bradley Mundt

Secretary: Bradley Resnik

Treasurer: Daniel Haynes

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the State of _____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____ and if operating under a trade name, said trade name is: _____ which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name RBN & Associates, Inc.

Agent Lauren Nortz

Street Address 303 East Wacker Drive, Ste. 560

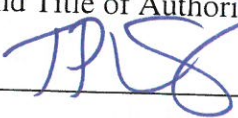
City, State, Zip Code Chicago, IL 60601

Telephone Number 312.861.7674

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: SAFEbuilt Illinois, LLC

Print Name and Title of Authorizing Signature: Thomas Wilkas, Chief Financial Officer

Signature: 

Date: 2/7/2018


SAFEbuilt Authorization Matrix 010818

**SAFEbuilt
Spending Authorization Limits**


Authorized Limits as of 01/01/2018

Title	CAPEX, Leases & Contracts (Individual Or in Aggregate Including Options)	Credit Card Limits	Special Comp., Pay Changes, Bonuses, Etc.	Expense Reports	Expense Report Approver	Sales Contracts (Annual or in Aggregate Including Options)	Check Signing
Operating Partner and Chairman	≥ \$500,000	\$0		All Others	CEO or CFO	Monthly pipeline	
CFO	\$500,000	\$25,000	CoB + CHRO + Ctrr	\$25,000	COB or CFO	ELT ≥ \$1,000,000	≥ \$10,000
Other ELT	\$250,000	\$25,000	CoB + CHRO + Ctrr	\$20,000	CEO	\$500,000	≥ \$10,000
Vice President, Controller	\$100,000	\$25,000	CoB + CHRO + Ctrr	\$10,000	CFO	\$500,000	COO Only ≥ \$10,000
Director	\$25,000	\$15,000	CoB + CHRO + Ctrr	\$5,000	Supervisor	None	Ctrr Only < \$10,000
Manager	\$10,000	\$10,000	CoB + CHRO + Ctrr	\$2,500	Supervisor	None	None
CBO	\$5,000	\$5,000	CoB + CHRO + Ctrr	\$1,000	Supervisor	None	None
Other	\$2,500	\$2,500	CoB + CHRO + Ctrr	\$1,000	Supervisor	None	None
	None	\$1,000	None	None	Supervisor	None	None

SIGNATURES:
CFO



 signature
 (print name) Tom Wilkas

 (date) 01/08/2018


 signature
 (print name) Brad Resnick

 (date) 1/9/18

Corporate Secretary

Brad Resnick approved before me
Namik Nolan Reany
on 1/9/2018

NAMIK NOLAN REANY
 NOTARY PUBLIC STATE OF NEW YORK
 No. 0180052621
 QUALIFIED IN NEW YORK COUNTY
 COMMISSION EXPIRES 12/26/2018

Confidential

1/8/2018

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

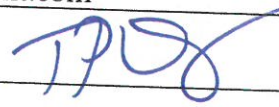
Company Name: SAFEbuilt Illinois, LLC

Address: 3755 Precision Dr., Ste. 140

City: Loveland Zip Code: 80538

Telephone: (866) 977-4111 Fax Number: (877) 203-2704

E-mail Address: twilkas@safebuilt.com

Authorized Company Signature: 

(Print)Name: Thomas Wilkas Title of Official: Chief Financial Officer

Date: 2/7/2018

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: _____

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

Thomas Wilkas
Signature

Thomas Wilkas
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

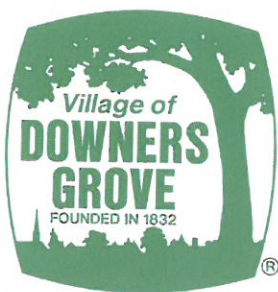
To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

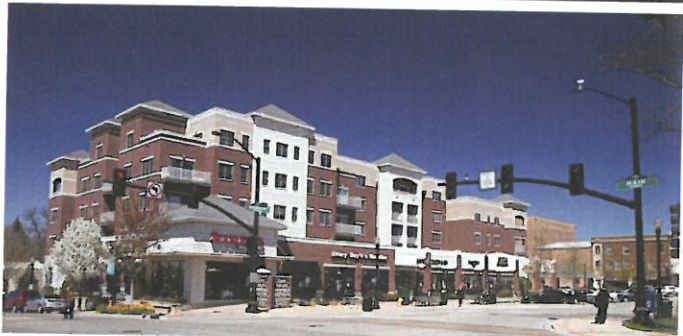
Print Name

RFP-0-3-2018/tt
COPY



New Single Family Residential Permit Review Services

Downers Grove, IL | February 14, 2018



SAFE**built**®

Steve Nero | Business Development Lead
312.339.0436 | snero@safebuilt.com

Reese Menard | Regional Operations Manager
224.301.3015 | rmenard@safebuilt.com



February 12, 2018

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

RE: *Request for Proposals RFP-0-3-2018/tt New Single Family Residential Permit Review Services*
DUE: February 14, 2018 at 11:00 AM CST

Dear Ms. Tarka,

SAFEbuilt Illinois, LLC (hereinafter referred to as SAFEbuilt) is pleased to present our proposal in response to the Village of Downers Grove's (hereinafter referred to as the Village) *Request for Proposals for New Single Family Residential Permit Review Services*.

We are highly qualified to perform review of the Village's single family home applications for zoning, architectural, electrical, energy conservation, mechanical, plumbing and structural drawings, in addition to specifications.

Our approach to the *Scope of Services* includes experienced reviewers backed by a company with decades of experience. SAFEbuilt's established work methods have provided communities with outstanding customer service and confidence in our ability to complete work on time and within budget. We meet or exceed the duties and tasks required.

Throughout our response, we differentiate ourselves as the only company that can provide the highest quality services and most enhanced value to the Village—not only through our vast experience, but also through dedication to customer service and establishing partnerships with the communities we serve.

I am authorized to bind SAFEbuilt in all commitments made in the following proposal and certify that we have not acted in collusion with any other Proposer or potential Proposer. This proposal remains valid for 90 days from the date of opening, February 14, 2018.

Please contact Steve Nero, Regional Business Development Lead, with any questions you may have during the evaluation process at 312.339.0436 or snero@safebuilt.com.

Best Regards,



Tom Wilkas | Chief Financial Officer
SAFEbuilt

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SCOPE OF ARCHITECTURAL REVIEW SERVICES



Scope of Architectural Review Services

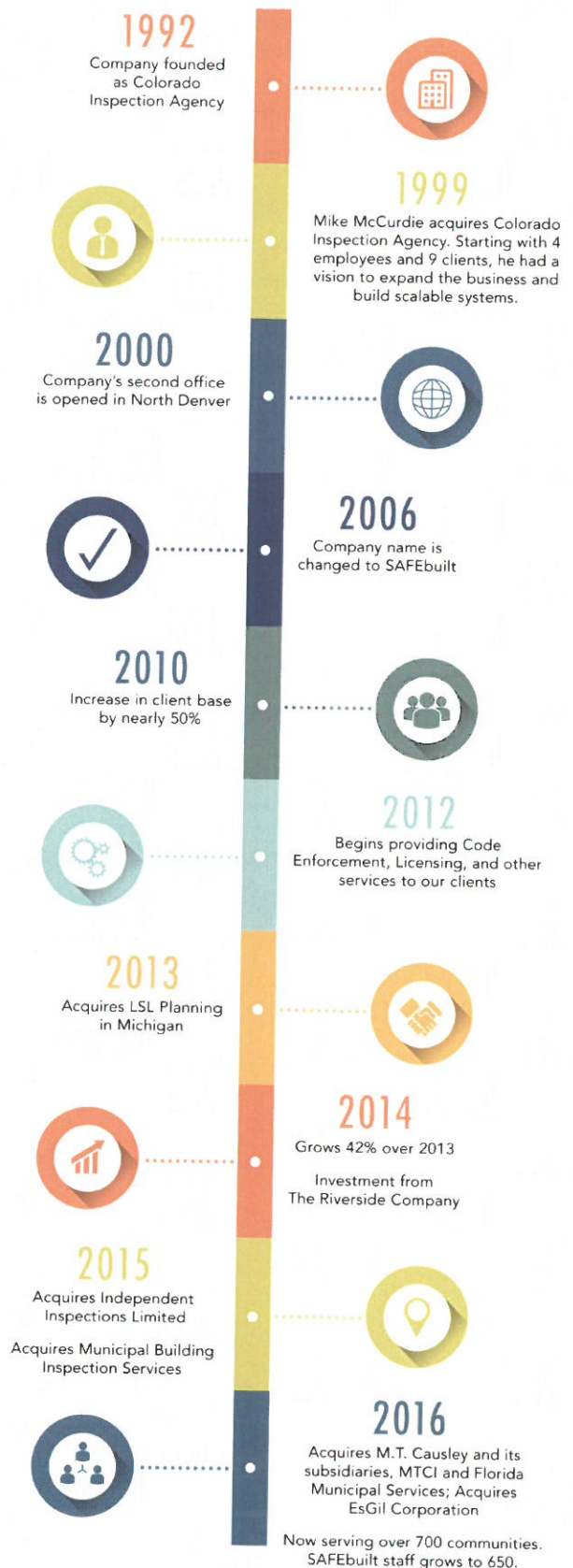
SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional Building Department services to local governments. Today, SAFEbuilt is a national leader in providing value-added professional, technical and consulting services, partnering with over 700 communities of all sizes for the efficient delivery of third party solutions. Our expertise includes, but is not limited to:

- ✓ Building Department Services
 - » Residential and Commercial Building Inspections
 - » Residential and Commercial Plan Reviews and Permitting
 - » Large Project Plan Reviews and Inspections
 - » Disaster Support
- ✓ Full-Service Building Department Administration
 - » Building Official and Administrator
 - » Counter Service and Permitting
 - » Hearing Official/Court Support
 - » Streamlined Web and Mobile Solutions
 - » Performance Measurements
- ✓ Code Enforcement
- ✓ Automation Software
- ✓ Electronic Plan Review

We understand that every public agency has a unique culture and specific service requirements for their community. The quality and training of our staff, combined with our robust business systems and core commitment to your Village's satisfaction, ensure that you receive the highest levels of service, professionalism, and responsiveness in the industry.

SAFEbuilt has been expanding and continually improving Municipal Building Departments for 26 years. Our team currently manages municipal contracts with more than 650 full-time employees and contracts in 13 states.

Our qualified staff are highly trained in plan review disciplines, including architectural, structural, mechanical, energy efficiency regulatory review, electrical, plumbing, and zoning. By offering these areas of expertise, we provide flexibility and economy of scale to municipalities at the lowest possible fee for service. SAFEbuilt's team members are prepared to provide plan reviews for new single family residential applications in compliance with applicable ordinances, regulations, and codes according to the Village's *Scope of Architectural Review Services*.

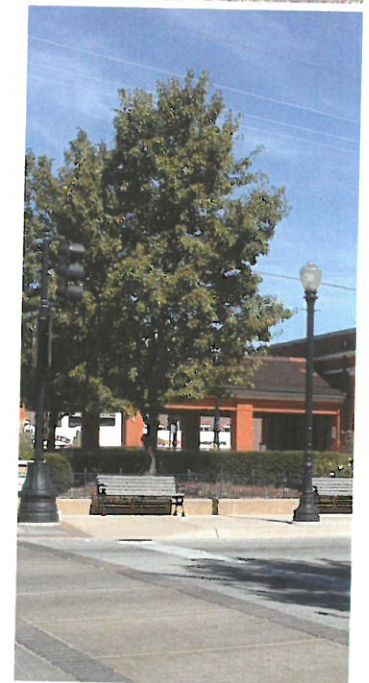


All of our staff are International Code Council (ICC) certified plans examiners with extensive expertise in plan review, and remain appropriately licensed, registered, and certified as required by the State of Illinois and the Village to perform permit applications. They have the necessary equipment—laptops, mobile phones, code and reference books, and building guides—to provide the required services.

We have the required experience and expertise to deliver the following architectural review services.

Compliance Matrix	
Scope of Architectural Review Services	SAFEbuilt Agrees to Service Delivery
A. Review new single family residential applications associated with proposed improvements in the Village.	✓
B. Write a review letter to the Village for each permit submittal cycle. If a submittal is not sufficiently complete to warrant a full review, the Consultant shall send a letter stating such to the Village.	✓
C. Confer with the Village Building Division Manager in all cases where code language may be subject to interpretation.	✓
D. Seek opinions from the Village Building Division Manager when needed to guide code interpretations.	✓
E. Projects may include the following: new single family homes and new single family homes constructed on existing building foundations.	✓
F. Review zoning, architectural, electrical, energy conservation, mechanical, plumbing and structural drawings in addition to specifications.	✓

A. LOCAL OFFICE AND CONTACT



A. Local Office and Contact

SAFEbuilt will review applications for all new single family residential permits from our nearby office in Oak Brook located at:

1200 Harger Road, Suite 421
Oak Brook, IL 60523

Our primary contact person, once the contract begins and for ongoing operations, is Reese Menard, Regional Operations Manager, at 224.301.3015 or rmenard@safebuilt.com.

B. KEY AND SUPPORT STAFF



B. Key and Support Staff

With our decades of experience, SAFEbuilt has experienced staff with the necessary licenses and certifications to meet the Village's requirements. We have completed a wide variety of projects and are staffed to accommodate your new single family residential permit review service needs.



DuPage Mayors & Managers Conference (DMMC)

SAFEbuilt is a consistent DMMC corporate sponsor partnering with, and giving back to, communities within the Conference. Staff in Illinois are active DMMC members, promoting our commitment to community partners.

SAFEbuilt's staff consists of a team of industry professionals who provide communities with consistent and responsive customer service every day. We approach our work with pride and professionalism, getting the job done the right way, day in and day out.

Résumés of key and support staff are on the following pages.

SALVATORE GAETA, R.A. ALA

Plans Examiner

REGISTRATION

Licensed Illinois #001.012525

PROFESSIONAL AFFILIATIONS

Illinois Association of Licensed
Architects (ALA) - 2002

ICC Member

EDUCATION

- **Illinois Institute of Technology** - Bachelor of Architecture – High Honors, AIA Medal of Academic Excellence with a Minor in Construction Management, 1985
- Licensed Architect in Illinois, since 1988
- President/Trustee of the Glenbrook Sanitary District
- Architectural Liaison for the Glenbrook Countryside Homeowners' Association – Covenants, Building & Zoning Committee, since 2005
- ICC Certified Residential Plans Examiner

WORK EXPERIENCE

- **Municipal Manager / Plans Examiner**, SAFEbuilt, 04/2015 to Present
- **Principal**, Architekton Limited, Northbrook, IL, 06/1999 to 04/2016
 - Clock Tower Pointe
 - Walnut Park Shopping Center
 - Plaza 6060
 - Buffalo Wild Wings Grill & Bar
- **Vice President & Project Architect**, Roy H. Kruse & Associates, Chicago, IL, 02/1987 to 06/1999
 - Old Town Square Shopping Center
 - HUD Scattered Site Housing Program
 - Lunt Manufacturing – Processing Addition
- **Project Architect**, Schipporeit Inc., Chicago, IL, 05/1985 to 02/1987
 - Interned 05/1984 to 05/1985
- **Intern Architect**, EPB Design Center, Ltd., Schaumburg, IL, 05/1983 to 08/1983
- **Intern Architect**, Design Development Corp., Naperville, IL, 05/1982 to 08/1982

GERALD A. KEYS

Master Code
Professional

EDUCATION

Bachelor of Science – Fire
Science, University of Maryland
University College

EXPERIENCE

- **Plans Examiner**, SAFEbuilt Illinois, 02/2016 to Present
- **Combination Plan Review/Inspector**, City of Manassas, VA, 06/2014 to 02/2016
- **Code Compliance Manager**, Engineering Consulting Services, 09/2011 to 05/2014
- **Code Development Specialist**, Department of Consumer and Regulatory Affairs D.C., 10/2007 to 09/2011
- **Chief Building Inspector**, City of DeKalb, IL, 02/2005 to 10/2007
- **Residential Wood Framing Contractor**, Stawicki Construction Co., Richton Park, IL, 09/1987 to 12/2005

PROFESSIONAL CERTIFICATIONS

ICC COMMERCIAL CONSTRUCTION

Accessibility Inspector/Plans Examiner
 Building Inspector
 Building Plans Examiner
 Certified Building Code Official
 Certified Building Official (CBO)
 Certified Electrical Code Official
 Certified Mechanical Code Official
 Certified Plumbing Code Official
 Combination Plans Examiner
 Combination Inspector
 Commercial Building Inspector
 Commercial Combination Inspector
 Commercial Electrical Inspector
 Commercial Mechanical Inspector
 Commercial Plumbing Inspector
 Electrical Inspector
 Electrical Plans Examiner
 Fuel Gas Inspector
 Master Code Professional (MCP)
 Mechanical Inspector
 Mechanical Plans Examiner
 Permit Technician
 Plumbing Inspector
 Plumbing Plans Examiner


ICC ENERGY AND GREEN CONSTRUCTION

Commercial Energy Inspector
Commercial Energy Plans Examiner
Energy Code Specialist
Green Building Residential Examiner
IgCC Commercial Inspector
IgCC Commercial Inspector w/ ASHRAE 189
IgCC Plans Examiner
IgCC Plans Examiner w/ ASHRAE 189

ICC RESIDENTIAL CONSTRUCTION

Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

ICC SPECIAL INSPECTIONS

Soils Special Inspector
Spray-applied Fireproofing Special Inspector
Structural Steel and Bolting Special Inspector

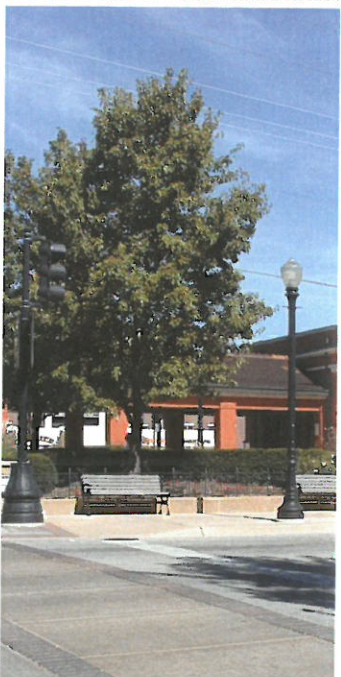
ICC HOUSING AND CODE ENFORCEMENT

Certified Housing Code Official
Property Maintenance & Housing Inspector
Zoning Inspector

ICC FIRE AND DISASTER RESPONSE

Certified Fire Code Official
Disaster Response Inspector
Fire Inspector I
Fire Inspector II
Fire Plans Examiner

C. SUB-CONSULTANT SERVICES AND QUALIFICATIONS



C. Sub-Consultant Services and Qualifications

SAFEbuilt is not using any sub-consultants for work with the Village.

D. PROJECT EXPERIENCE



D. Project Experience

We have performed the same *Scope of Services* for other jurisdictions in Illinois. Below are relevant and current projects demonstrating SAFEbuilt's experience.

Village of Villa Park

Project Contact

Name: Rich Keehner, Jr., Village Manager
 Phone: 630.592.6051
 Address: 20 S. Ardmore Ave.
 Villa Park, IL 60181
 Email: rkeehner@invillapark.com

Cost

\$50,000 per year

Location

SAFEbuilt performs services throughout the Village of Villa Park at various locations



Project Description

We perform plan review and inspection services as follows:

Professional Plan Review

- ✓ Provide plan review services electronically or in paper format
- ✓ Review all plans, ensuring they meet adopted building codes, and local amendments and ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support, including review of all plans, plan revisions and be available to the applicant after the review is complete

Inspections

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections

- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Village of Bensenville

Project Contact

Name: Dean Lawrence
 Phone: 630.530.3396
 Address: 12 S. Center Street
 Bensenville, IL 60106
 Email: dlawrence@bensenville.il.us



Cost

\$400,000 per year

Location

SAFEbuilt performs services throughout the Village of Bensenville at various locations

Project Description

SAFEbuilt performs plan review on building projects throughout the Village, including single-family residential construction, basement finish projects, swimming pools, new commercial buildings, tenant improvements in existing commercial buildings, decks, porches, carports and garages, pole barns and agricultural buildings, and existing homes and remodels. We also deliver inspection services.

Professional Plan Review

- ✓ Provide plan review services electronically or in paper format
- ✓ Review all plans, ensuring they meet adopted building codes, and local amendments and ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support, including review of all plans, plan revisions and be available to the applicant after the review is complete

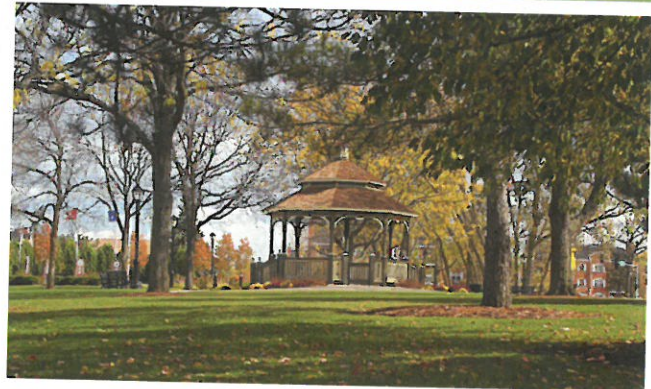
Building, Plumbing, Mechanical and Electrical Inspections

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Work with Village to establish a customized Inspection Notification Process
- ✓ Provide a two-hour appointment window for permit holders
- ✓ Provide weekend and after-hours inspections on a scheduled basis
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance and suggest alternate means and corrections
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
- ✓ Provide copies of all inspections results to the Village

Village of Itasca

Project Contact

Name: Nancy Hill
 Phone: 630.773.5568
 Address: 550 W. Irving Park Road
 Itasca, IL 60143
 Email: nhill@itasca.com



Cost

\$103,000 per year

Location

SAFEbuilt performs services throughout the Village of Itasca at various locations

Project Description

We perform plan review and inspection services as follows:

Professional Plan Review

- ✓ Provide plan review services electronically or in paper format
- ✓ Review all plans, ensuring they meet adopted building codes, and local amendments and ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices

- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Inspections

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
- ✓ Issue stop-work notices for non-conforming activities, as needed

Village of Glenview

Project Contact

Name: Joe Footlik
 Phone: 847.904.4323
 Address: 2500 East Lake Avenue
 Glenview, IL 60026
 Email: joef@glenview.il.us



Cost

\$750,000 per year

Location

SAFEbuilt performs services throughout the Village of Glenview at various locations and the Village Hall

Project Description

SAFEbuilt provides full services, including:

Building Department Services

- ✓ Recommend improvements to current processes and codes
 - » Code updates, Temporary Certificate of Occupancy, Surveys, Identify redundant processes, Staffing, Paperless office, Track permits time expiration and a workflow for same to advise customer in advance, Provide workshops for staff and customers, Establish customer feedback focus groups

(biannually), Quarterly reports from local supervisor, Biannual reports from regional Manager, Technology

Front Permit Counter

- ✓ Efficient entry of inspections as they are being called in
- ✓ Customer Service:
 - » Initiate conversation to walk-ins in less than 15 seconds
 - » Develop additional handouts / brochures
 - » Develop customer questionnaires for improvement ideas
 - » Recommend improvements to current processes
 - » Close open non-final permits
 - » Permit submittals filed and routed same day
 - » Improve document management (current filing and storage)
 - » Streamline or eliminate contractor licensing and registration requirements
 - » Issue permits over the internet
 - » Staffing
- ✓ Building Inspections
- ✓ Track inspection activity by trade with monthly reports
- ✓ Track requested inspections separately from periodic (annual) inspections
- ✓ Customer input focus groups
- ✓ Recommend improvements to current processes
 - » Cross trained and certified inspectors to perform multiple inspections on one site by one inspector.
 - » Inspection routing, times, availability
 - » Staffing
 - » Expired non-final permits
 - » Fees

Professional Plan Review

- ✓ Recommend improvements to current processes and codes
 - » Same Day Reviews
 - » Improve turnaround times
 - » Reduce or eliminate shelf time
 - » Build database of common plan review items
 - » Expand tracking categories and metrics
- ✓ Track the time the project is in the possession of the applicant
- ✓ Track remaining items
- ✓ Items not addressed by applicant for quantity and frequency
 - » Improve quality
 - » Staffing
 - » Improve efficiency
 - » Process (form letter/ form email) to notify homeowner even when they are not the contact person (i.e. advising status, mentioning who the permit contact is and that future detailed correspondence will be through this noted permit application contact).
 - » Zoning review
- ✓ Explore shared zoning review with the Planning Department

Code Enforcement and Drainage Complaints

- ✓ Explore the viability of sharing drainage complaints with Public Works and Capital Projects
- ✓ Track and analyze recidivism rates
- ✓ Available within 24 hours to complete drainage-related code violation inspections and close out complaints
- ✓ Recommend improvements to current procedures/codes
 - » Enforcement programs for neighborhoods with abundant code violations
 - » Complaint enforcement
 - » Compliance rates

Fire Acceptance Testing Inspections

- ✓ Improve process for scheduling inspections
- ✓ Effectively share information to other inspectors
- ✓ Improve time it takes to perform acceptance testing
- ✓ Track construction related inspections separately from periodic (annual) inspections

References

Mike Harsted
LaSalle County
815.434.7597

mharsted@lasallecounty.org

Gary Gerdes
Evanston
847.448.8030

ggerdes@villageofevanston.org

Eric Fors
Hanover Park
630.823.5810

efors@hpil.org

Nancy Radzevich
Morton Grove
847.965.4100

nradzevich@mortongroveil.org

Illinois Clients

Aurora
Beecher
Bensenville
Bull Valley
DeKalb
Evanston
Glencoe
Glenview
Grayslake
Hanover Park
Hinckley
Itasca
La Grange

Lake Bluff
Lake in the Hills
Lake Zurich
Lasalle County
Lily Lake
Marseilles
Monee
Morton Grove
Northlake
North Chicago
Oak Lawn
Peotone

Prospect Heights
Sauk Village
Sheridan
Skokie
Streator
Timberlane
Villa Park
Volo
Waterman
Wilmette
Winnetka
Wonder Lake

E. CLIENTS



E. Clients

SAFEbuilt performed building inspections for the Village within the past three years.

Contact Information

Stan Popovich, Director
Community Development
630.434.6893
spopovich@downers.us

None of our subsidiaries or other companies provided services for projects within the Village during the past three years.

In addition, we certify that we will avoid conflicts of interest within the Village for the duration of the contract.

F. DISPUTES AND LITIGATIONS



F. Disputes and Litigations

SAFEbuilt does not have any disputes or litigations from architectural review services performed in Illinois within the last three years.

G. STAFF HOURS LIMITATION



G. Staff Hours Limitation

We have no limitation on the total number of staff hours that can be allocated to work under this contract on a monthly basis.

H. NEW SINGLE FAMILY REVIEW LETTERS



H. New Single Family Review Letters

Examples of two previous new single-family review letters completed for other municipalities begin on the following page.



Plan Review

Project Address: 338 Melrose Avenue - 1st review

Date of Review: 8/1/17

Project Description: house addition

PAGE 1 OF 2

PLANS/DOCUMENTS REVIEWED

The listed plans/documents were reviewed: 6/26/17

REVIEW COMMENTS

GENERAL

G1 Bubble and date changes to the drawings. Submit an item-by-item response to the comments.

BUILDING CODE

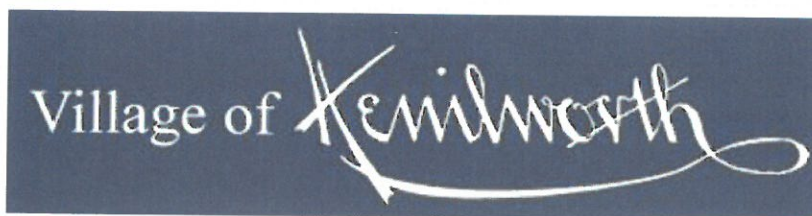
2006 INTERNATIONAL RESIDENTIAL CODE AS AMENDED

- A1 Plan A-7: All new master bathroom windows (E) shall be impact resistant glazing. IRC R308.4 #9.
- A2 Plan MEP-3 2nd floor: Provide a hardwired smoke alarm inside new Bedroom 4 and one outside the bedroom within the vicinity of bedroom. IRC R313.1.
- A3 Plan MEP-4 3rd floor: Provide a smoke alarm inside new Bedroom 4(?) in the area of new ceiling. IRC R313.1.
- A4 Plan MEP-3: Provide a carbon monoxide alarm within 15 feet of new bedroom. Illinois requirement.
- A5 Plans A-2 & 3 Solarium: Provide construction details for new exterior walls and roof framing for 2 story addition. Include dimensions of lumber used in framing, sheathing, insulation, and framing methods. Identify engineered wood if used for joists and roofing. IRC R602.1, R802.1, IECC Table 402.1.2.
- A6 Plan A-1: Provide an evaluation report that existing footing and foundation are code compliant for new 2 story construction and have been evaluated to be free of defects in materials. IRC R403.1 & 404.1.
- A7 Plan A-4: Attic ventilation in Solarium new roof shall be minimum of 1/150 the attic space or reductions allowed per code. IRC R806.2.

ENERGY CONSERVATION CODE

STATE OF ILLINOIS ENERGY CODE (2012 IECC AS AMENDED)

- EC1 Plan A-7: New windows shall not exceed a U-Factor of 0.32. IECC Table 402.1.2.
- EC2 Insulation for new walls R-20, new ceilings/roof R-49 (raised heel roof trusses R-38), and new floors R-30 minimum insulation values. IECC Table 402.1.2.
- EC3 Where existing exterior walls are stripped down to the existing studs, or where any exterior wall stud cavity is exposed, the stud cavities must be completely filled with insulation. IECC R503.1.1#3.



Plan Review

Project Address: 338 Melrose Avenue - 1st review

Date of Review: 8/1/17

Project Description: house addition

PAGE 2 OF 2

MECHANICAL/FUEL GAS

2006 INTERNATIONAL RESIDENTIAL CODE AS

M1 No comment.

PLUMBING

STATE OF ILLINOIS PLUMBING CODE

- P1 Plan MEP-2: Dishwasher drain line shall be secured or looped to the uppermost part of the underside of the countertop and shall not connect to the garbage disposal if present. IPC 890.770(a).
- P2 Plan MEP-x: New plumbing fixtures shall be evaluated for fixture supply units and drainage fixture units for plumbing requirements. Existing plumbing system shall have capacity for new plumbing installations. IPC 890 Appendix A Table E & N.

ELECTRICAL

2005 NATIONAL ELECTRICAL CODE AS AMENDED

- E1 Plans MEP-1: Main electrical panel(s) shall have capacity for new work. New circuits shall be listed in a circuit directory in electrical panels. NEC 408.4.

Failure to identify a code violation during the plan review shall not be construed as approval to violate the code. Construction must be in accordance with all applicable codes.

Review By: Gerald Keys, SAFEbuilt. For any questions regarding review comments, contact Gerald Keys at gkeys@safebuilt.com or 224.406.1385.

**CITY OF EVANSTON
PLAN REVIEW**

PROJECT ADDRESS: 1006 Florence - 17BLDR-0004
PROJECT DESCRIPTION: New SFR

DATE OF REVIEW:
PAGE 1 OF 2

PLANS/DOCUMENTS REVIEWED

The listed plans/documents were reviewed: Plans dated 6/19/17

REVIEW COMMENTS**GENERAL**

G1 Bubble and date changes to the drawings. Submit an item-by-item response to the comments.

BUILDING CODE

2012 INTERNATIONAL RESIDENTIAL CODE AS AMENDED

- B1 REScheck compliance reports received for building envelope compliance.
- B2 Sheet 1: Provide a fire sprinkler system for the new residence per NFPA 13D. IRC R313.2
- B3 Sheet 2: Basement stairway open under stair shall have the underside protection with minimum ½ type x gypsum drywall. IRC R302.7.
- B3 Sheet 1: Building identification address shall be minimum 4". IRC R319.1.
- B4 Sheet 2: Basement stairway open under stair shall have the underside protection with minimum ½ type x gypsum drywall. IRC R302.7.
- B5 Sheet 3 Add note: Deck posts shall be embedded or attached by a listed (embedded) connector to deck pier footings. IRC R507.1.
- B6 Sheet 3: Factory built fireplace manufacturer's installation instructions shall be on site during inspection. IRC R1004.1.
- B7 Sheets 3 & 5: 2nd floor front and rear cantilever spans shall not exceed the nominal depth of the wood floor joists. IRC R502.3.3

ENERGY CONSERVATION CODE

STATE OF ILLINOIS ENERGY CODE (2015 IECC AS AMENDED)

- EC1 Sheet 1 2015 IECC Compliance: Add note Building thermal envelope shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour by a blower door test. Testing shall be conducted by an approved third party with a signed-results test report submitted during final inspections. IECC R402.4.1.
- EC2 Sheet 1 2015 IECC Compliance: Provide hot water insulation of R-3 for pipes ¾" and larger in nominal diameter per IECC R403.5.3.
- EC3 Sheet 1 2015 IECC Compliance: Provide a whole-house mechanical ventilation system. IECC R403.6.

MECHANICAL/FUEL GAS

2012 INTERNATIONAL RESIDENTIAL CODE AS AMENDED

- M1 Sheet 6: Mechanical exhausts shall discharge to the outdoors. IRC R1501.1.

**CITY OF EVANSTON
PLAN REVIEW**

PROJECT ADDRESS: 1006 Florence - 17BLDR-0004

DATE OF REVIEW:

PROJECT DESCRIPTION: New SFR

PAGE 2 OF 2

M2 Sheet 3: Kitchen range hood capable of exhausting in excess of 400 cubic feet per minute is required to be provided with makeup air at a rate approximately equal to the exhaust air rate. IRC M1503.4.

PLUMBING

STATE OF ILLINOIS PLUMBING CODE

- P1 Sheet 4: Provide a laundry tray with drain under laundry washer or an impervious floor with floor drain. Evanston Amendment 4-5-3.
- P2 Sheet 4: Water main pipe minimum type 'K' copper. Water distribution pipe minimum type 'L' copper. Evanston Amendment 4-5-3.
- P3 Sheet 4: Dishwasher drain line shall be secured or looped to the uppermost part of the underside of the countertop and shall not connect to the garbage disposal if present. IPC 890.770(a).

ELECTRICAL

2011 NATIONAL ELECTRICAL CODE AS AMENDED

- E1 Sheet 6: Electric service shall be grounded at the main electrical panel to the water service within 5 feet of entering the building and to a grounding electrode. NEC 250.52.
- E2 Sheet 6: NM cable and SEC cable is not allowed in Evanston. Evanston Amendment 4-6-3.
- E3 Sheet 6: Each bathroom receptacle outlets shall be served by minimum one 20 amp circuit. NEC 210.11.
- E4 Sheet 6: Kitchen electric receptacle outlets shall be served by a minimum of 2 - 20amp small appliance circuits. NEC 210.52.
- E5 Sheet 6: Provide a circuit schedule directory for main electric panel. The maximum number of branch circuits allowed for a 200-amp, 120/240 volt, single phase service is sixty. NEC 408.4 Evanston Amendment 4-6-3.

Failure to identify a code violation during the plan review shall not be construed as approval to violate the code. Construction must be in accordance with all applicable codes.

Review By: Gerald Keys, SAFEbuilt. For any questions regarding review comments, contact Gerald Keys at gkeys@safebuilt.com or 224.406.1385.

I. COMPENSATION



I. Compensation

SAFEbuilt's pricing is tailored to each municipal contract. We work with each individual community to establish quality rates for the services we provide, whether it be supplemental or full-service work. Our proposed fee is all-inclusive of plan review, report development, and code consulting. All travel, materials and equipment are included in the proposed fee.

Pricing	
	Fee
Small Residential Projects, including: Remodels, additions, basement finishes from 200 up to 1,000 ft²	\$250.00 per review
Medium Reviews from 1000 up to 3,500 ft²	\$500.00 per review
Large Projects over 3,500 ft² will defer to a square foot based pricing system	Buildings - \$0.15 per square foot 7-11 buildings - \$0.11 per square foot
Travel	\$0 (included in the fee per review price)

SAFEbuilt fees for as-requested Remote Plan Review Services provided will be as follows and replaces above table:

- ✓ \$90.00 per hour - one (1) hour minimum

CONTRACT TERM

This Contract shall be effective on the latest date on which is fully executed by both Parties. The term shall be twelve (12) months.

ENTIRE CONTRACT

This Compensation sheet along with RFP-0-3-2018/tt issued January 18, 2018 and SAFEbuilt's response dated February 4, 2018 constitutes the complete Contract.

IN WITNESS HEREOF, the undersigned have caused this Contract to be executed in their respective names on the dates hereinafter enumerated.

Village of Downers Grove

Name/Title

Date

SAFEbuilt Illinois, LLC



July 03, 2018

Thomas P. Wilkas, CFO

FORMS



Forms

Please see the following pages for required forms.