

VILLAGE OF DOWNERS GROVE
Report for the Village
7/6/2021

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

SYNOPSIS

A motion is request to award two individual contracts for one year each for residential development review services to Safebuilt and TPI Building Code Consultants, Inc (TPI), each not-to-exceed an amount of \$80,000.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2019–2021 include *Exceptional Municipal Services* and *Continual Innovation*.

FISCAL IMPACT

The budget provides \$160,000 (\$80,000 each) in the General Fund for these contracts. The actual cost will be based on the number and type of building permit applications submitted. Costs of these contracts are covered by building permit fee revenue.

RECOMMENDATION

Approval on the July 6, 2021 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 new houses, additions, kitchen remodels, decks and pools. The Village currently employs one residential project manager who manages all of the residential permit applications. Staff is currently supported by two consultants (Safebuilt Illinois, LLC and TPI Building Code Consultants, Inc.) who perform the majority of the residential permit reviews.

The Village's two current contracts for residential permit review services are set to expire on July 9, 2021. The two proposed contracts will begin on July 10, 2021. In accordance with the Village's Purchasing Policy, staff issued a Request for Proposals. Three firms submitted a proposal:

- Safebuilt Illinois, LLC (Safebuilt)
- TPI Building Code Consultants, Inc. (TPI)
- Willdan

Staff recommends awarding the two contracts to Safebuilt and TPI. Both Safebuilt and TPI's hourly rates were less than the rates provided by Willdan. Additionally, Safebuilt and TPI have been providing satisfactory permit review services to the Village since 2018. Both firms have demonstrated knowledge and compatibility with the Village approach to development review and customer service.

ATTACHMENTS

Contracts



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: SAFEbuilt Illinois, LLC

Project Name: Residential Permit Review Services
Proposal No.: RFP-RFP-2-2021/meg
Proposal Due: 12:00 p.m., Friday, May 28, 2021

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: May 14, 2021, 12:00 p.m.

Date Issued: May 14, 2021, 12:00 p.m.

This document consists of 24 pages.

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

ATTN: Stan Popovich
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5515
www.downers.us

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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 one (1) Flash Drive 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.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **12:00 P.M., FRIDAY, MAY 28, 2021.**
- 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: Stan Popovich, 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

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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 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 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

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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

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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.

- 18.3 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 AND VENUE

- 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 does 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.)

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29. COPYRIGHT or PATENT INFRINGEMENT

- 29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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III. DETAIL SPECIFICATIONS

1. BACKGROUND

The Village of Downers Grove processes over 2,300 building permit applications annually, including approximately 60 new single family residential permits, 350 residential remodels and additions and 300 decks, pools and patios. All residential building permit applications must comply with the 2015 ICC family of residential codes, in addition to the building codes listed on the Village's [website](#). 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 the following residential permit applications
 - a. New single family
 - b. Remodeling
 - c. Additions
 - d. Accessory structures (detached garages)
 - e. Pools and hot tubs
 - f. Decks
 - g. Patios
 - h. Irrigation systems
- B. To review commercial permits on an occasional basis.
- C. To ensure accurate enforcement of Village, State, and Federal building related standards.
- D. To meet the technical expertise requirements of the ICC residential family of codes.
- E. 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.
- C. Ability to use Bluebeam Revu software for plan reviews.

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 residential permit applications associated with proposed residential improvements in the Village. Residential permit types may include, but are not limited to: new single family residential, residential remodels and additions, detached garages, decks, swimming pools and

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hot tubs, patios, and irrigation systems. This may also include new single family homes constructed on existing building foundations.

- B. Occasionally review commercial permits when Village staff is not available for an extended period of time. Permit types may include, but are not limited to: new commercial, new multi-family residential, commercial remodeling and additions.
- C. Provide 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.
- D. Ability to review drawings use Bluebeam Revu software. The Village is updating its ERP system and anticipates going to electronic permit review within the next 12-18 months.
- E. Confer with the Village Building Division Manager in all cases where code language may be subject to interpretation.
- F. Seek opinions from the Village Building Division Manager when needed to guide code interpretations.
- G. Review architectural, electrical, energy conservation, mechanical, plumbing and structural drawings in addition to specifications.

3. DELIVERABLES

- A. Review letters provided in an editable format (i.e. Microsoft Word) 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 for a calendar year from the date of execution by the Village. The Village has the ability for two renewals on this contract. Any annual rate adjustments shall be as stated in the proposal and as agreed upon by the Village in the RFP selection process.

The following are the required schedule performance requirements for reviews:

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

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Subsequent submittals	4 business days
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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.
- 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

The Village generally uses the method of compensation for professional review services to be based on hourly-charged rates plus expenses with a not-to-exceed total cost. The Consultant will be compensated on a direct time and materials basis. No minimum or maximum workload is implied by this Contract.

Included within the overall sealed proposal, list the hourly rates of staff indicated in the above Item 6.B, your proposed burden, fringe, overhead and profit rates (multiplier). Provide annual rate adjustments in the proposal, if necessary.

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. Proposed staff and rates.

Village of Downers Grove

Demonstrate the appropriate mix of design professionals and technical staff and experience on similar projects. The Village desires to maintain hourly rates that are consistent with industry standards while providing high quality services to our customers.

D. 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.



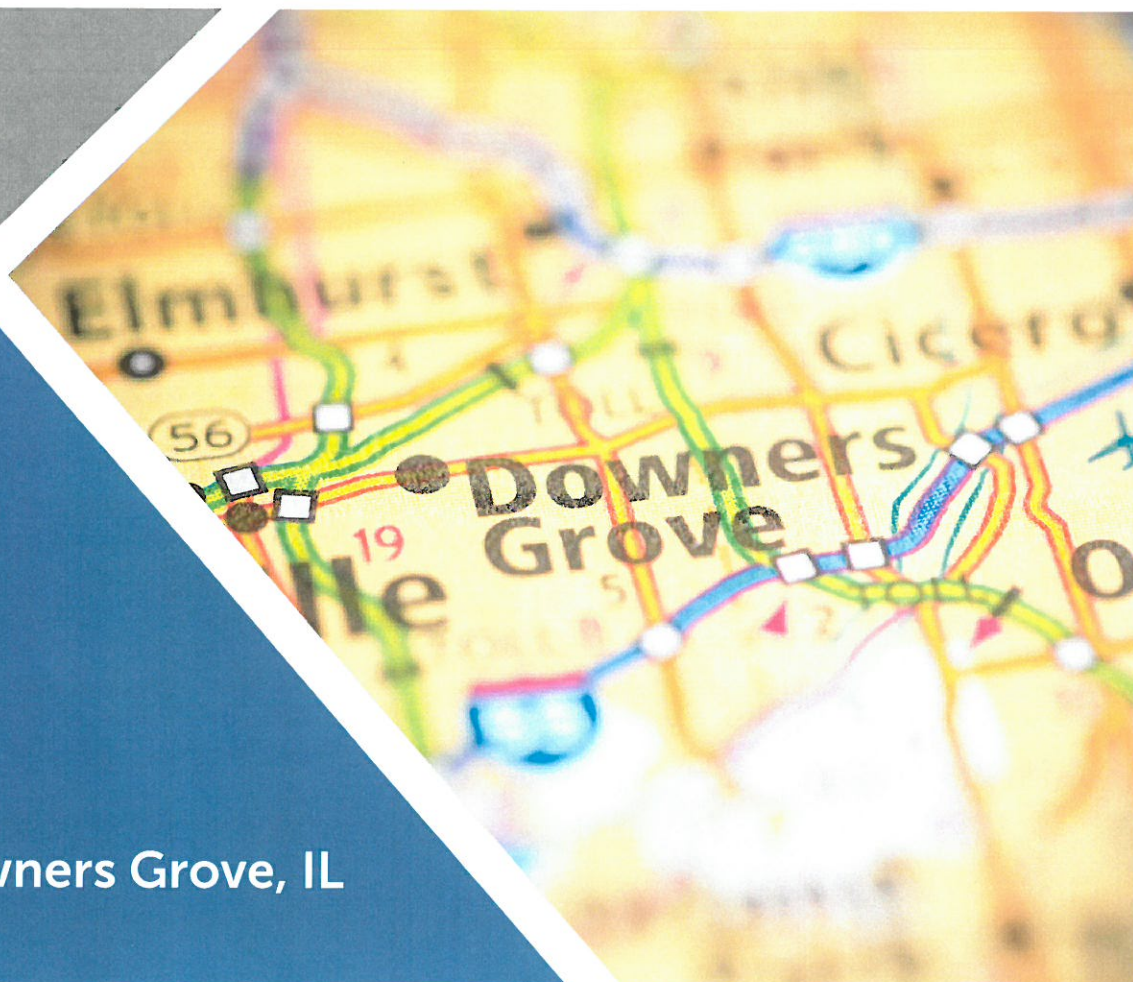
RFP-0-3-2020/DC

FOR PROFESSIONAL SERVICES

RESIDENTIAL PERMIT

INSPECTION SERVICES

ORIGINAL



Village of Downers Grove, IL

May 26, 2021

Alan Greene

Account Manager

224.2504010

agreene@safebuilt.com

SAFEbuilt Illinois, LLC

SAFE**built**✓

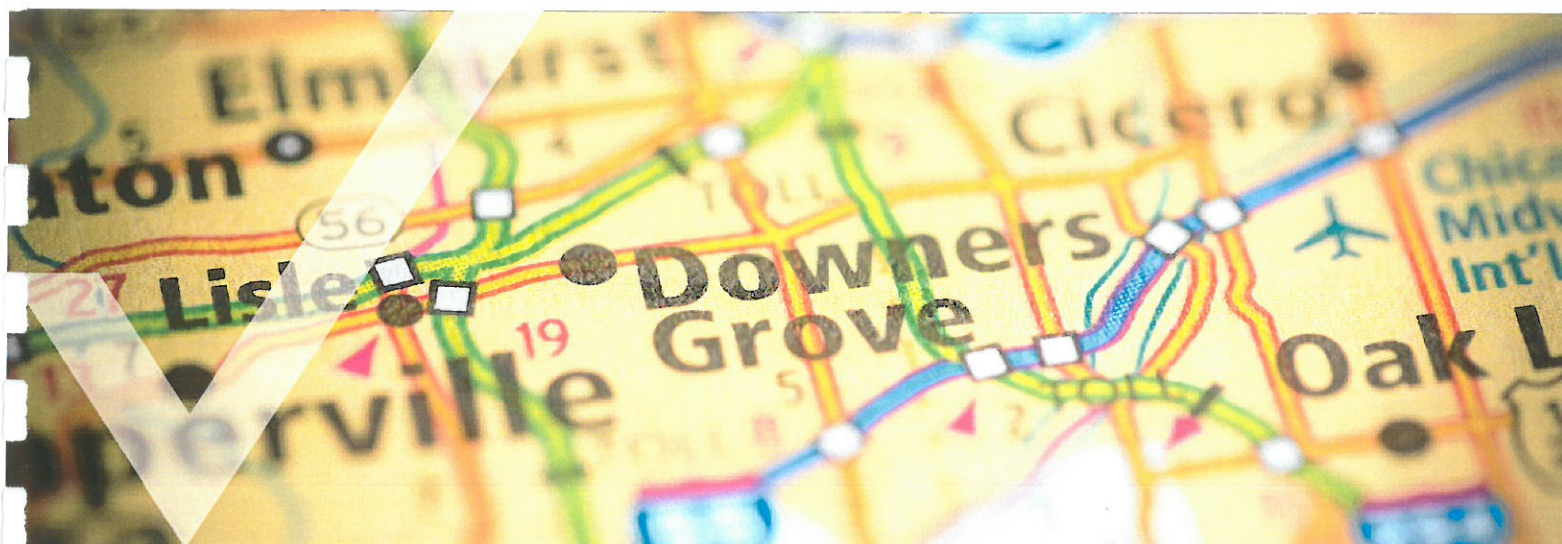


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a. Cover Letter

May 26, 2021

Stan Popovich
Community Development Department
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

RE: Request for Proposals RFP-2-2021/DC Residential Permit Services
DUE: Friday, May 28, 2021 at 12:00 AM CST

Dear Mr. Popovich,

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 Residential Permit Services.

We are highly qualified to perform as-needed building permit inspections for the Village, ensuring code compliance. In fact, since 2014, our team provided services to the Village. In addition, we are currently providing plan review services and building permit inspection services to the Village, so we are well-equipped and have a thorough understanding of your community's needs.

Our approach to the Scope of Services includes experienced inspectors 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.

Per the evaluation criteria, SAFEbuilt does not currently, nor do we foresee having, any conflict of interest in submitting our proposal for the requested services.

Thank you for taking the time to assess our proposal. Alan Greene, Account Manager, will be the primary point of contact for any questions or clarifications and can be reached at 224.2504010 or agreene@safebuilt.com.

Best Regards,



Tom Wilkas | Chief Financial Officer
SAFEbuilt Illinois, LLC
310 Busse Hwy #374
Park Ridge, IL 60068

Evaluation Criteria

Our team has thoroughly reviewed the Request for Proposal and addressed each requirement, ensuring we are the most qualified to provide building permit inspection services for the Village of Downers Grove. The following proposal addresses each of the below Evaluation Criteria.

Village of Downers Grove

- a. Capability and experience on comparable projects
- b. Previous similar municipal architectural review services
- c. Proposed staff and rates
- d. Interviews



b. Staffing

SAFEbuilt has the staff depth to meet the needs presented by the Village. From contract start and throughout the duration of the contract, we consider service requirements, project schedules and necessary resources. Our team is ready to gain back your partnership in providing building permit services for the Village immediately. In addition, if additional staff are ever required during a peak workload, we have flexibility in meeting your staffing needs.

Mr. Keith Rooney will be the Project Manager for the contract and will be responsible for ensuring successful project management, as well as efficient and effective contract execution. In addition to Mr. Rooney, we propose three additional available staff to provide inspections. Our team has the technical expertise requirements as outlined in the 2015 ICC family of residential codes referenced per the RFP.

Your department can rest assured that we are qualified in the following areas:

- General municipal architectural, structural, mechanical, and energy efficiency regulatory review, electrical, plumbing, and zoning.
- Technical expertise requirements of the building codes listed above
- Ability to use Bluebeam Revu software for plan reviews.

Our team can meet all technical expertise requirements listed via the RFP in Section 2, Detailed Scope of Architectural Review Services, as well as all requirements in Section 3, Deliverables. See table below for our assurance to adhere to the Village's specifications.

SAFEbuilt has

- More than 250 ICC/ State Certified Plans Examiners
- Licenses/Certifications include —
 - Master Code Professional
 - Residential Plan Review
 - Commercial Plan Review
 - Combination Plan Review
 - Mechanical Plan Review
 - Plumbing Plan Review
 - Electrical Plan Review
 - Energy Plan Review
 - Accessibility Plan Review
 - Green Building Plan Review
 - Civil Engineer
 - Structural Engineer

Village of Downers Grove

SCOPE

- a. Review residential permit applications associated with proposed residential improvements in the Village. Residential permit types may include, but not limited to: new single family residential, residential remodels and additions, detached garages, decks, swimming pools and hot tubs, patios, and irrigation systems. This may also include new single-family homes constructed on existing building foundations.
- b. Occasionally review commercial permits when Village staff is not available for an extended period of time. Permit types may include, but are not limited to: new commercial, new multi-family residential, commercial remodeling and additions.
- c. Provide 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.
 - a. Ability to review drawings use Bluebeam Revu software.
 - e. Confer with the Village Building Division Manager in all cases where code language may be subject to interpretation.
 - f. Seek opinions from the Village Building Division Manager when needed to guide code interpretations.
 - g. Review architectural, electrical, energy conversation, mechanical, plumbing and structural drawings in addition to specifications.

DELIVERABLES

- a. Review letters provided in an editable format and other correspondence as required by Scope.
- b. Monthly billing invoices accompanied by detailed descriptions of the project.

SCHEDULE

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

RESUMES

Staff resumes begin on the following page.



KEITH ROONEY

Client Manager
Backup Fire Inspector

CERTIFICATIONS

Master Code Professional
Plumbing Plans Examiner
Electrical Plans Examiner
Residential Building Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Electrical Inspector
Mechanical Inspector
Mechanical Plans Examiner
Electrical Code Official
Building Code Official
Residential Mechanical Inspector
Electrical Inspector
Residential Energy Inspector/Plans
Examiner
Building Inspector
Residential Plumbing Inspector
Master Code Professional
Accessibility Inspector/Plans Examiner
Commercial Plumbing Inspector
Commercial Electrical Inspector
Mechanical Code Official)
Commercial Mechanical Inspector
Plumbing Inspector
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
Electrical Code Specialist)
Residential Combination Inspector
Combination Inspector
Combination Plans Examiner
Commercial Combination Inspector
City of Chicago licensed electrician

WORK EXPERIENCE

- **Client Manager/Backup Fire Inspector**, SAFEbuilt, LLC | 2018 to Present
 - Inspect businesses for compliance with the International Fire Code as adopted and amended for enforcement by local Municipality/County.
 - Investigate complaints of alleged violations of fire regulations.
 - Inspect new construction projects and existing buildings, as required.
 - Identify and report violations and infractions of laws, ordinances and safety standards.
 - Use construction blueprints to inspect for compliance with codes and safety standards.
 - Prepare detailed records and reports of inspection activities.
 - May develop and/or present fire prevention education programs.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
- **Building Official**, City of Lockport, IL | 5/2011 to 2018
 - Supervision of department staff
 - Plan review, permit issuance and inspections
 - Code adoption and revisions.
- **Chief Building Official**, Village of Huntley, IL | 5/2005 to 5/2011
 - Supervision of inspection/code enforcement staff
 - Plan review, permit issuance and inspections
- **Building/Electrical Inspector**, Village of Round Lake, IL | 4/2002 to 5/2005
 - Residential and commercial electrical inspections
 - Mechanical, building inspections
 - Plan review, building permit issuance

DAVID DELEON

**Building Inspector /
Plans Examiner**

EDUCATION

High School, Aurora Central
Catholic High School, Aurora, IL,
May 2005

Nutrition and Dietetics, Northern
Illinois University, DeKalb, IL

CERTIFICATIONS

- ICC Certified
 - Residential Building Inspector
 - Electrical Inspector
 - Mechanical Inspector
 - Property Maintenance Inspector
- ICC Certified Residential Plans Examiner

WORK EXPERIENCE

- **Building Inspector/Plan Reviewer**, SAFEbuilt | May 2013 to Present
 - Perform residential and commercial building, electrical, and mechanical inspections for various Chicagoland municipalities.
 - Collaborate with contractors, homeowners, and architects to complete building projects per municipal code.
 - Perform residential and commercial plan review services for various municipalities throughout the Chicagoland area.
 - Provide code enforcement services for various municipalities.
 - Proficiently use various municipal software to submit inspection results.
- **Quality of Life Inspector (Temporary)**, City of Aurora, IL | October 2010 to Present
 - Responsible for enforcing City ordinances regulating trash, junk, and abandoned vehicles in the public right-of-way.
 - Issue citation and/or clean up orders when compliance cannot be achieved through proper legal notice.
 - Investigate and resolve complaints from the City's customer service call center.
- **Weed Inspector (Seasonal)**, City of Aurora, IL | May 2008 to October 2011
 - Enforce the City of Aurora ordinance regulating tall grass and weeds.
 - Research vacant properties to ensure proper notice of violation.
 - Issue citations when compliance cannot be achieved.
 - Conflict resolution and follow-up of complaints received from the City's customer service call center.

SAFEbuilt[✓]

SAFEbuilt[✓]

MAKING A DIFFERENCE WHERE YOU NEED US

BILL GLEASON

Inspector

EDUCATION

Illinois State Board of Education
Reviewer/Inspector
OSHA 30 Hour

CERTIFICATIONS

Certified Building Inspector
ICC Property Maintenance & Housing
Inspector
ICC Building Plans Examiner
ICC Commercial Building Inspector
ICC Residential Building Inspector

WORK EXPERIENCE

- **Inspector**, SAFEbuilt, LLC | 2019 to Present
- **Commercial Building Inspector/Residential Plans Reviewer**, JAS Consultants - Village of Glenview | 6/2009 to 8/2012
 - Commercial, Industrial, Residential, Electrical and HVA inspections
 - Plan Review
 - Oversee staff of inspectors, including daily planning and scheduling, payroll and monthly invoices
 - Dealing with the public to expedite plan reviews and maintaining the high customer service satisfaction that is the primary goal of the village
- **Building Inspector/Plans Reviewer**, B&F Technical Code Service | 7/2006 to 4/2008
 - Duties included all aspects of building process; including plan reviews and inspections for a variety of municipalities using multiple building code versions for both commercial and residential
 - Assisted in Property Maintenance and Housing inspections as well as code enforcement in West Chicago
- **Building Inspector**, City of Palos Heights | 7/2005 to 6/2002
 - Inspection process of commercial and residential buildings
 - General office work (which included extensive work updating the city's building codes as well as finding and bringing in a new computer data entry program used to track permits). Familiar and proficient with: 2003 and 2006 IBC and IRC, Microsoft Office, and MSI permit tracking
 - Transitional head of the department for two months during a period between Commissioners
- **Journeyman Finisher Iron Worker**, Local 63 | 2001 to 2005
 - Apprentice training school (4 years), Safety, Print Reading, OSHA, Iron worker specialties (welding, torch, cranes)
- **General Construction Experience** | 1990 to 2001

GERALD A. KEYS, MCP

**Plans Examiner /
Building Inspector**

EDUCATION

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

EXPERIENCE

- **Plans Examiner / Building Inspector**, SAFEbuilt, 2/2016 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

RATES

SAFEbuilt's pricing is tailored to each municipal contract. We work with communities to establish reasonable rates for the services we provide. Our fees are all-inclusive of overhead, materials and equipment.

For the Village of Downers Grove, we propose the following hourly rates for each of the staff members proposed for this solicitation:

- \$90/Hour for plan review



c. Sub-Consultants

We do not require sub-contracting for the services listed in this RFP – one of the many things that sets SAFEbuilt apart from other firms.

d. Project Experience

SAFEbuilt has spent decades working closely with local governments to build communities residents proudly call home. We currently partner with nearly 1,500 government agencies in numerous capacities, helping communities across the country create safe and accessible places to live, work and thrive. We have a strong local presence in the State of Illinois, partnering with numerous communities and staffing over 35 full-time employees. Currently in Illinois, we perform inspections in over 40 communities and over 750 nationwide. Our national teams have performed thousands of inspections for hundreds of customers, providing flexibility and economy of scale at the lowest possible fee for service.

The proposed staff for the Village has worked on many contracts of similar size, scope and complexity. Below are relevant and current projects demonstrating our qualifications.

Village of Glenview, IL

Ongoing



Description

We manage the Village of Glenview's entire building department, performing residential and commercial plan review for a wide variety of projects, code enforcement and inspections for all trades in accordance with all appropriate standards, including accessibility and energy, under local, State, and Federal law. Five SAFEbuilt employees provide services for the Village.

Project Lead Firm

SAFEbuilt and no additional consulting team members

Actual Cost vs. Initial Estimated Cost

\$830,000/year – capped at actual hourly cost per the contract

Contact Information

Joe Footlik
Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026
847.904.4323

Village of Winnetka, IL

Ongoing

**Description**

In the Village of Winnetka, we provide full building department services, including residential and commercial plan review for a wide variety of projects throughout the Village and many other services, administration services, i.e., Building Official, in accordance with all appropriate standards, including accessibility, under local, State, and Federal law. Two SAFEbuilt employees provide services.

Project Lead Firm

SAFEbuilt and no additional consulting team members

Actual Cost vs. Initial Estimated Cost

\$295,000/year – capped at actual hourly cost per the contract

Contact Information

David Schoon
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60106
847.716.3526

City of Evanston, IL

Ongoing

**Description**

In Evanston, we perform residential and commercial plan review for a wide variety of projects throughout the City, as well as building inspection for all trades in accordance with all appropriate standards, including accessibility and energy, under local, State, and Federal law.

Project Lead Firm

SAFEbuilt and no additional consulting team members

Actual Cost vs. Initial Estimated Cost

\$100,000/year – capped at actual hourly cost per the contract

Contact Information

Gary Gerdes
City of Evanston
21 Ridge Avenue
Evanston, IL 60201
847.448.8031

Village of Morton Grove, IL

Ongoing

**Description**

For the Village of Morton Grove, we manage all building department services, providing project management, residential and commercial plan review for a wide variety of projects, and code enforcement, as well as building inspection for all trades in accordance with all appropriate standards, including accessibility and energy, under local, State, and Federal law.

Project Lead Firm

SAFEbuilt and no additional consulting team members

Actual Cost vs. Initial Estimated Cost

\$250,160/year – capped at actual hourly cost per the contract

Contact Information

Thomas Friel
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60106
847.470.5220

Village of Hampshire, IL

Ongoing

**Description**

In the Village of Hampshire, we provide full building department services, including residential and commercial plan review for a wide variety of projects throughout the Village and many other services, administration services, i.e., Building Official, in accordance with all appropriate standards, including accessibility, under local, State, and Federal law.

Project Lead Firm

SAFEbuilt and no additional consulting team members

Actual Cost vs. Initial Estimated Cost

\$159,000/year – capped at actual hourly cost per the contract

Contact Information

Jay Hedges
Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457
847.683.2181

e. Current and Recent Clients

Throughout SAFEbuilt's history, we have performed thousands of inspections for hundreds of customers across the United States. We have a solid reputation with the Building and Safety community as a reliable partner, providing flexibility and economy of scale to municipalities at the lowest possible fee for service. From Wisconsin to Colorado, and Georgia to Illinois, we have a record of high performance with our customers, many of which are long-term. Throughout the country, our references are positive and permit applicant satisfaction improves over the term of our contracts.

In Villages like yours, we provide services ranging from residential and commercial plan review, to building inspections and Building Official duties for the municipal Building Department. As a long-term partner, we work together with communities to improve customer service, expedite inspections, and reduce permit and approval backlogs.

SAFEbuilt Illinois Clients	Services Provided
Village of Arlington Heights	Building Department Management
City of Aurora	Building Department Management; Building Inspection Services
Village of Beecher	Plan Review and Building Inspection Services
Village of Bensenville	Plan Review and Building Inspection Services
Village of Bradley	Building Inspection Services
Village of Bull Valley	Plan Review and Building Inspection Services
Town of Cicero	Plan Review and Building Inspection Services
Village of Downers Grove	Plan Review
Village of Elwood	Planning & Zoning
City of Evanston	Plan Review and Building Inspection Services
Village of Glenview	Plan Review and Building Inspection Services
Village of Golf	Plan Review and Building Inspection Services
Village of Grayslake	Building Department Management
Village of Gurnee	Plan Review
Village of Hanover Park	Plan Review and Building Inspection Services
Village of Itasca	Plan Review, Building Inspection Services and Code Enforcement
Village of Kenilworth	Plan Review and Building Inspection Services
Village of LaGrange Park	Code Enforcement
Village of LaGrange	Plan Review and Building Inspection Services
Lasalle County	Plan Review and Building Inspection Services
Village of Libertyville	Building Inspection Services
Village of Lincolnwood	Plan Review and Building Inspection Services
City of Marseilles	Plan Review and Building Inspection Services
Village of Monee	Plan Review, Building Inspection Services and Code Enforcement
Village of Morton Grove	Building Department Management
City of Northlake	Plan Review, Building Inspection Services and Code Enforcement
Village of Oak Lawn	Building Inspection Services
Village of Palatine	Building Inspection Services
Village of Peotone	Building Department Management
City of Prospect Heights	Plan Review and Building Inspection Services
Village of Sauk Village	Plan Review and Building Inspection Services
Village of Schaumburg	Building Inspection Services

SAFEbuilt Illinois Clients Cont.	Services Provided Cont.
Village of Sheridan	Plan Review and Building Inspection Services
Village of Skokie	Plan Review and Building Inspection Services
City of St. Charles	Plan Review, Building Inspection Services and Code Enforcement
City of Streator	Plan Review, Building Inspection Services, Code Enforcement and Software
Village of Timberlane	Plan Review and Building Inspection Services
Village of Villa Park	Plan Review and Building Inspection Services
Village of Volo	Building Department Management
Village of Wilmette	Plan Review and Building Inspection Services
Village of Winnetka	Plan Review, Building Inspection Services and Code Enforcement
Village of Wonder Lake	Plan Review and Building Inspection Services
Village of Wood Dale	Building Department Management

CLIENTS FOR PROJECTS WITHIN THE VILLAGE (WITHIN THE PAST 3 YEARS).

Client/Services	Contact Information
Village of Downers Grove <ul style="list-style-type: none"> • Plan Review • Building Permit Inspection Services 	Stanley Popovich Director, Community Development 630-434-5515

Note: None of SAFEbuilt's subsidiaries have provided any work within the Village in the past 3 years.

f. Disputes and Litigation

SAFEbuilt has not been party of any disputes or litigation as a result of inspection services performance during the last three (3) years.

g. Limitation on Monthly Staff Hours

Our proposed team is ready and available to perform building permit inspection services immediately. In addition, should your Village see an increase in permit activity, our Illinois team is staffed with available additional resources.

h. Previous New Single Family Review Letters

On the following pages please find two of SAFEbuilt's new single family review letters that were completed for another municipality.

1st Plan Review Comments

David DeLeon - Plan Reviewer-SAFEbuilt 11/29/18

391 Preserve # 20180772 City of Wood Dale, IL

The following plans review comments are based on the IRC 2012, NEC 2011, 2014 Illinois Plumbing Code, IECC 2015 with Illinois Amendments, and City of Wood Dale amendments.

The plans submitted on 11/02/2018 for new single family residence are **NOT APPROVED**.

Building Planning/Framing - IRC 2012

- Architectural plans shall be signed and stamped by architect. Provide seal with license expiration. **2012 IRC R106.1**
- Correct the code references on sheet A-0 to indicate the 2015 International Energy Conservation Code. **COWD Amendment**
- Correct the chart on sheet S-1 to indicate the design wind speed of 115 mph. **COWD Amendment**
- Electrical notes 18 & 19 on sheet A-2 are not legible.
- Provide span chart for MSR 2100 trusses.
- Provide a Passive Radon Protection System, showing a full height section/detail from basement through roof per 420 ILCS 52/20.
- Revise Architectural Note 10 regarding riser height and tread depth. Maximum rise is 7 ¾" and maximum tread depth is 10". **2012 IRC R311.7.5.1, R311.7.5.2**
- In combustible construction where there is usable space both above and below the concealed space of a floor/ceiling assembly, draftstops shall be installed so the area of the concealed space does not exceed 1000 square feet. Verify compliance. **IRC 302.12**
- Door from garage into house shall be self-closing and **self-latching. COWD Amendment.**
- Indicate the garage floor will be a minimum of 6" below the top of foundation for the common walls that are adjacent to the living areas or provide a gas curb. **COWD Amendment.**
- Window above master bathroom tub shall be safety glazed. **2012 IRC 308.4**
- Revise wall type A on sheet A-8. All walls in new structures shall use 5/8 gypsum board. **COWD Amendment.**

Electrical- NEC 2011

- Remove Electrical Note 16 on sheet A-2 regarding demising walls between units as it is not applicable.
- Wall receptacles are spaced too far apart in family room and dining room areas. Revise. **2011 NEC 210.52.**
- Wall receptacles are spaced too far apart in bedroom 2, bedroom 3, and master bedroom. **2011 NEC 210.52**
- Additional weather resistant/GFCI receptacle is required at the front of the dwelling. **2011 NEC 210.52 (E) (1)**
- Indicate that exterior receptacles shall be weather-resistant type. **2011 NEC 406.9**
- Clarify where the island GFCI receptacles will be located. Receptacle outlets shall be permitted to be mounted not more than 12" below the countertop. Receptacles mounted below a countertop shall not be located where the countertop extends more than 6" beyond its support base.
- Indicate that all receptacles in the utility room shall be GFCI protected. **2011 NEC 210.8 (A).**
- Indicate that sump and ejector pumps shall be GFCI protected. **2011 NEC 210.8 (A)**
- Indicate that the electrical service shall be grounded to a concrete encased electrode. **2011 NEC 250.52**

Mechanical- 2012

- Provide a Manual J & S for the sizing for the sizing of the heating and A/C systems. **2015 IECC R403.7**
- Indicate that the exhaust hood exceeding 400 CFM shall be provided with make-up air approximately equal to the exhaust air rate. Such make up air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system. **M1503.4**
- Indicate a duct tightness test will be done and a copy provided to the City for approval for all ductwork that is installed outside of the conditioned space. **2015 IECC 403.3.3**

IECC- 2015

- Insulation schedule at sheet A-4 do not match with wall sections on sheet A-9. Clarify.
- Indicate a blower door test will be required at the end of the project but prior to final inspections. A copy of the test is to be provided to the City prior to approvals. **2015 IECC R402.4.1.2.**
- Indicate insulation at second floor cathedral ceilings.

David DeLeon

Plans Examiner ddeleon@safebuilt.com

C: 224.645.8651



Building Code Review / Response

**501 E Red Oak St - New Single
Family Residential**

Building Code Reviewer:

**David DeLeon (Building,
Electrical, HVAC)
Vincent Cirone (Plumbing)**

Application Number	8975	
Total Square Footage		
Residential or Commercial?	Residential	
Number of Trades Reviewed	4	

Building Code Review Status

Review 1:	4/11/2019	Not Approved
	Dwgs. Dated: 3/5/19	
Review 2:		
	Dwgs Dated:	

Resubmittal Instructions:

- Return this sheet with 3 sets of the revised drawings/documents to the Community Development Department, at the Village Hall.
- On this sheet, complete the Revision Location & Response boxes! The design professional of record must indicate the location of each revision & respond to every comment in the spaces provided.
- Identify all drawing revisions with a bubble.
- Any revisions that are in addition to the review comments must be bubbled and explained in the separate letter.

Building Code Review Comments

- B1** Indicate on the plans that it shall be the responsibility of the applicant to submit to the Department of Community a spot survey prepared by a Registered Land Surveyor after the foundation is constructed indicating the placement or setback of the structure in relation to lot lines. The survey must also indicate the the elevation above sea level of the top of foundation walls and the top of the curb and sidewalk at lot lines extended relative to a United States Geological Survey benchmark. No construction will be allowed to proceed except for decking, underground water and sewer and related items until the spot survey is approved by the Building Division of the Department of Community Development. **Village of Bensenville amendment R106.2.1**

<i>Revision Location</i>	<i>Response:</i>

- B2** Sheet GS-2.0: Remove references to the Chicago Electrical Code

<i>Revision Location</i>	<i>Response:</i>

- B3** Provide winder tread detail for interior stairs complying with section **R311.7.5.2.1**.

<i>Revision Location</i>	<i>Response:</i>

- B4** Sheet A-2.0: Verify safety glazing for the windows on each side of the west door. The designation shall be acid etched, sandblasted, ceramic-fired, laser etched, embossed, or be of a type which once applied cannot be removed without being destroyed. A label shall be permitted in lieu of the manufacturer's designation. **2015 IRC R308**

<i>Revision Location</i>	<i>Response:</i>

- B5** Verify if attic access is required. Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that have a vertical height of 30" or greater over an

area of not less than 30 square feet. The rough framed opening shall be not less than 22" by 30". 2015 IRC 807

<i>Revision Location</i>	<i>Response:</i>

B6 Sheet A3.1: Indicate the type of spray foam insulation. Provide vapor barrier specifications.

<i>Revision Location</i>	<i>Response:</i>

B7 Provide riser elevations outside each exterior door.

<i>Revision Location</i>	<i>Response:</i>

B8 Sheet A-3.1: Why are both the foundation and first floor insulated? Verify vapor barrier requirements and if ventilation is required.

<i>Revision Location</i>	<i>Response:</i>

B9 Sheet E1.0: Remove references to Village of Morton Grove and 2012 IECC.

<i>Revision Location</i>	<i>Response:</i>

B10 Indicate on plans that a surge protector, listed for the use, shall be installed at new service panel. Village of Bensenville amendment 230.96

<i>Revision Location</i>	<i>Response:</i>

- B11** Sheet E1.0: Clarify on the plans that kitchen circuits shall be arc-fault protected. 2014 NEC 210.12

<i>Revision Location</i>	<i>Response:</i>

- B12** Sheet E1.0: Indicate on the electrical floor plans that kitchen, bathroom, and laundry receptacles shall be GFCI protected. 2014 NEC 210.8

<i>Revision Location</i>	<i>Response:</i>

- B13** Sheet E1.0: Indicate that the dishwasher circuit shall be GFCI protected. 2014 NEC 210.8

<i>Revision Location</i>	<i>Response:</i>

- B14** Sheet E1.0: Indicate that an exterior receptacle shall be placed at the front and back of the dwelling. 2014 NEC 210.52 (E)

<i>Revision Location</i>	<i>Response:</i>

- B15** Sheet E1.0: Two different electrical service line diagrams are shown. Specify which one will be used.

<i>Revision Location</i>	<i>Response:</i>

- B16** SProvide HVAC equipment sizing calculations per manuel J & S. 2015 IECC 403.6

<i>Revision Location</i>	<i>Response:</i>

- B17** Provide pan for water heater with drain. Expansion tank required on water heater.

<i>Revision Location</i>	<i>Response:</i>

B18 Provide vented floor drain within 3 feet of water heater.

<i>Revision Location</i>	<i>Response:</i>	

B19 Provide a dual check valve on the house side of the new water service. Per. **890-1130**

<i>Revision Location</i>	<i>Response:</i>	

B20 Indicate on plans that tempered hot water shall not exceed 115 degrees.

<i>Revision Location</i>	<i>Response:</i>	

B21 Indicate on plans that 25 PSI is required on all gas lines for 24 hours with no pressure drop.

<i>Revision Location</i>	<i>Response:</i>	

B22 Indicate on plans that 100 PSI is required on all water lines for 24 hours with no pressure drop.

<i>Revision Location</i>	<i>Response:</i>	

B23 Indicate on plans that no more than 20 feet of 2" re vent allowed with 20 fixtures units.

<i>Revision Location</i>	<i>Response:</i>	



Responder to complete this box:

Revisions prepared & submitted by:

Date:

Print Name

Title or Company Name

End of Building Code Review

Required Documentation

Insert:

- IV Response to RFP
- V Proposal/Contract Form
- Vendor W-9 Request Form
- Proposer's Certification
- Suspension or Debarment Certificate
- Campaign Disclosure Certificate

ACCEPTANCE OF THE CITY CONTRACTS AND AGREEMENT TERMS

On page 14, 5. Schedule we can state annual rate adjustments in our response.
We are currently using this verbiage in our IL contracts.

Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 2% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Section 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.

7.2 IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES. OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY.

Village of Downers Grove

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 Proposal Is To Be Considered For Award

PROPOSER:

SAFEbuilt, LLC
Company Name

Date: 05.20.2021

3755 Precision Drive, Suite 140
Street Address of Company

agreene@safebuilt.com
Email Address

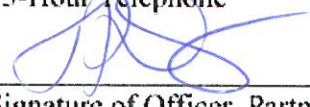
Loveland, CO 80538
City, State, Zip

Alan Greene
Contact Name (Print)

312.339.0436
Business Phone

224.250.4010
13-Hour Telephone

877-203-2704
Fax


Signature of Officer, Partner or
Sole Proprietor

Tom Wilkas, Chief Financial Officer
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

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.

Village of Downers Grove



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 Drive, Suite 140
 CITY: Loveland
 STATE: Colorado
 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	Limited Liability Company – Member-Managed
Sole Proprietor	<input checked="" type="checkbox"/> Limited Liability Company- Manager-Managed
Partnership	Medical
Corporation	
Charitable/Nonprofit	Government Agency

SIGNATURE: [Signature] DATE: 05.20.2021

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Residential Permit Review Services, Proposer SAFEbuilt 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 5/2-105(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.

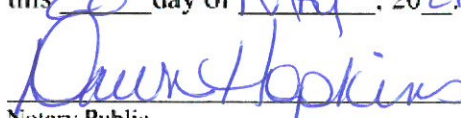
BY: 
Proposer's Authorized Agent

4	6	-	2	3	4	0	4	3	9
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 20th day of May, 2021

Notary Public

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this Proposal 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) Limited Liability Company (LLC)

The Bidder is a LLC 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 managers or members are as follows:

Manager or Member: Tom Brackett, Chief Executive Officer and Interim Chief Operations Officer

Manager or Member: Tom Wilkas, Chief Financial Officer

Manager or Member: Matt Royer, Chief Commercial Officer

Manager or Member: Gary Amato, Chief Administrative Officer
and Rich Cherry, Chief Technology Officer

(c) Partnership

Names 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 _____.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) Sole Proprietor

The Proposer 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 NO (circle one)

Insurer's Name RBN Insurance Services

Agent Gregory Smith

Street Address 303 E Wacker Drive, Suite 650

City, State, Zip Code Chicago, IL 60601

Telephone Number 312.86.7671

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: Tom Wilkas, Chief Financial Officer

Signature: 

Date: 05.20.2021

Village of Downers Grove

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 Drive, Suite 140

City: Loveland, CO Zip Code: 80538

Telephone: (866) 977.4111 Fax Number: (877) 203.2704

E-mail Address: info@safebuilt.com

Authorized Company Signature:  _____

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

Date: 05.20.2021

Village of Downers Grove

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 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.

Under penalty of perjury, I declare:

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

Signature

Tom 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