



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

August 21, 2018

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Frank DeSimone

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Agnieszka "Annie" Jaworska
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Village Clerk
Nancy Dunn

Village Manager
Evan K. Summers

Ms. Carrie Ortiz
431 Horizon Drive West
St. Charles, Illinois 60175

Re: August 15, 2018 FOIA Request

Dear Ms. Ortiz:

I am pleased to help you with your August 15, 2018 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on August 15, 2018. You requested copies of the items indicated below:

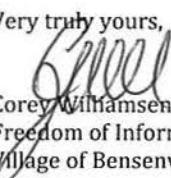
"All contracts between the Village & Safebuilt, all building department services including pricing and fees."

After a search of Village files, the following documents are enclosed to fulfill your request:

1) Village of Bensenville Resolution No. R-117-2015. (20 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-117-2015

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH SAFEBUILT ILLINOIS, LLC FOR VILLAGE PLAN REVIEW AND
INSPECTIONAL SERVICES**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary in furtherance of its statutory functions for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the Village has previously contracted for building plan review and inspectional services; and

WHEREAS, the VILLAGE has issued a request for proposals and received multiple qualified responses; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a Contract for plan review and inspectional services with Safebuilt Illinois, LLC, which Contract is attached hereto and incorporated herein by reference as Exhibit "A."

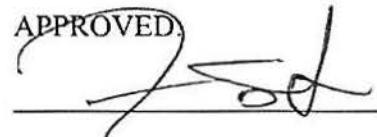
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, IL as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes the Village Manager to execute a contract, with Safebuilt Illinois, LLC for plan review and inspectional services in accordance with their proposal dated September 18, 2015.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 27th day of October, 2015.

APPROVED


Frank Soto
Village President

ATTEST:


Lisa Rivera-Trujillo
Village Clerk

AYES: DeSimone, Jaworska, Janowiak, Wesseler, O'Connell

NAYES: None

ABSENT: Carmona



BENSENVILLE
A Village of DuPage County, Illinois

12 South Center Street

Bensenville, IL 60106

Main: 630.766.8200

Fax: 630.594.1105

VILLAGE BOARD

President

Frank Soto

Board of Trustees

Rose Demings
Frank DeSenatore
Susan Janewak
Agneska "Anna" Jaworska
Martin O'Donnell
Henry Wesseler

Village Clerk

Ira Renna Trujillo

Village Manager

Michael J. Cusack

REQUEST FOR PROPOSALS

Professional Residential, Mixed Use, and Commercial Plan Review & Inspectional Services

The Village of Bensenville, Illinois is soliciting proposals for a two year period in order to continue the privatization of its plan review and building inspection services for residential, mixed use, commercial, and industrial projects. The selected firm will be responsible for completing plan review and inspection services on a daily basis. It is the Village's intention to hire one firm to complete all services.

The selected firm will conduct plan reviews and building inspections, and will report to the Director of Community and Economic Development (CED). This firm will provide all equipment such as vehicles, electrical testing equipment, flash lights, code books, cellular devices, personal protection equipment, and any other items required to complete each inspection or review.

The Village of Bensenville is in a unique situation located at the new gateway to O'Hare International Airport. Incorporated in 1884, we have a wide variety of residential neighborhoods, an impressive business park, and commercial corridors. We are poised to experience significant redevelopment as IL-390 Western Access is constructed within and around the Village.

As an inner ring suburban community, Bensenville is a "built-out" community. This is not to say that we are without development. Our business park continues to trend vacancy rates below those of surrounding communities and there is a steady flow of business relocations to the Village from other communities. With billions of dollars in public investment literally at our doorstep in the form of IL-390 Western Access and O'Hare International Airport, our prospects for continued business growth are good.

Goals through Privatization:

- A safe and well-built community
- Consistent building code enforcement
- Necessary staffing levels and expertise without going through cycles of hiring and firing staff
- Positioning the Village of Bensenville as "business friendly" with an efficient code review and inspection process.
- Reducing the Village's liability and risk
- Creating a zero risk source of revenue
- Providing the highest level of customer service to our residents and property owners

Services to be provided:

- Plan reviews for commercial, industrial, residential, and mixed use projects
- Inspectional services for commercial, industrial, residential, and mixed use projects
- Code consultation and updating

Some inspectional services (fire prevention and code enforcement) are provided by the Village's Community and Economic Development staff. The staff conducts inspections as necessary to enforce the provisions of the Village's fire prevention code and those portions of the building code relating to fire safety and life safety, along with any amendments to said codes. This staff will also perform a small number of building inspections on an as needed basis.

Scope of Work

Plan Review Services

The Village of Bensenville requests proposals for plan review services based on the ability of the firm to complete timely, clear, and concise reports in a manner customized to meet the unique requirements of the Village. The firm will be required to complete the review in a timely manner taking into account all adopted codes, including local amendments. Reviews will be based on a variety of factors that include compliance with the following.

- Building & Fire Codes
- Mechanical, Electrical, & Plumbing Codes
- Energy Conservation Codes
- Illinois Accessibility Codes

As a basis to estimate the number of plan reviews that will need to be completed, we offer the following breakdown of the last few years of permit information. In 2013 the Village of Bensenville issued a total of 772 permits. It stayed about the same in 2014 with 758 permits. This year through August, the Village has issued 565 permits, which projects to about 850 permits for the year. Of these 565 permits so far in 2015, 18 initial plan reviews have been performed by our current consultant company.

Inspectional Services

In addition to plan review services, the selected firm will conduct building inspections. The Village anticipates that building inspection services will be needed both on a per-inspection and per-project basis. In 2013, the Village performed about 2,500 building inspections. It was about the same in 2014 with about 2,300 building inspections. The inspections will verify compliance with the following.

- Building & Fire Codes
- Mechanical, Electrical, & Plumbing Codes
- Energy Conservation Codes
- Illinois Accessibility Codes

Field Inspections (Residential)

Below is a list of specific inspections that will need to be conducted by the selected firm in a residential and multiple family dwelling as needed:

- Footing pre-pour: after footing forms are set and ready to pour concrete
- Foundation pre-pour: after foundation forms and reinforcement bars are set and ready to pour concrete
- Foundation backfill: foundation forms stripped, damp proofing applied, rigid insulation in place, and footing drain tile in place
- Concrete slab per-pour: after reinforcing and any underground services are installed
- Electrical service: after service box, service entrance conductors and ground rod are installed
- Rough electric: after electrical conduit, boxes, and wiring is installed
- Rough mechanical: after all ducts, vents and flues are installed
- Rough plumbing: after all piping is installed and required tests are ready
- Rough building framing: after rough electrical, mechanical, and plumbing and framing is complete
- Insulation: after insulation and vapor barrier are in place
- Pre-taping: after drywall is installed and before taping starts in rated assemblies
- Final electric: all electrical installations and fixtures installed and system is fully grounded
- Final mechanical: all mechanical installations and fixtures installed and units are zoned and balanced
- Final plumbing: after all plumbing installations and fixtures are installed
- Final building inspection: When all building work and systems are complete

Field Inspections (Commercial and Industrial)

Below is a list of specific inspections that will need to be conducted by the selected firm in a commercial or industrial application as needed:

- Footing pre-pour: after footing forms are set and ready to pour concrete
- Foundation pre-pour: after foundation forms and reinforcement bars are set and ready to pour concrete
- Foundation backfill: foundation forms stripped, damp proofing applied, rigid insulation in place, and footing drain tile in place
- Concrete slab per-pour: after reinforcing and any underground services are installed
- Electrical service: after service box, service entrance conductors and ground rod are installed
- Rough electric: after electrical conduit, boxes, and wiring is installed
- Rough mechanical: after all ducts, vents and flues are installed
- Rough plumbing: after all piping is installed and required tests are ready
- Rough building framing: after rough electrical, mechanical, and plumbing and framing is complete

- Insulation: after insulation and vapor barrier are in place
- Pre-taping: after drywall is installed and before taping starts in rated assemblies
- Open ceiling inspection: rough inspections for electrical and plumbing systems in a future concealed space or dropped ceiling area
- Final electric: all electrical installations and fixtures installed and system is fully grounded
- Final mechanical: all mechanical installations and fixtures installed and units are zoned and balanced
- Final plumbing: after all plumbing installations and fixtures are installed
- Final building inspection: When all building work and systems are complete.

Minimum Level of Service Performance Standards

The Village of Bensenville requires that the following minimum levels of service be met for all plan reviews and inspections, whether residential or commercial.

- Initial plan reviews shall be completed and comments returned to the Village within 10 working days of transmittal. Please acknowledge whether plans can be transmitted electronically for review, or if they must be hard copies.
- Follow up reviews shall be completed and comments returned to the Village within 5 working days of transmittal
- All inspections shall be performed within the 4 hour window of the time the inspection is requested. Morning inspections shall take place between 8 am and 12:00 pm. Afternoon inspections shall take place between 12:00 pm and 4:00 pm. The inspection schedule will be forwarded to consultant by 3:30 pm the day prior to inspections taking place.
- The Village requires that the selected firm will pick up plans to be reviewed at the Village Hall. No postal or shipping fees will be reimbursed. The 10 day review deadline starts on the day the consultant is notified of the plans being ready for pickup.
- The Village utilizes a MUNIS computer program to complete and track both plan reviews and inspections. Plan reviews can be completed remotely via a VPN connection to the Village server, but inspections must be entered on site at Village Hall before the end of each day. The Village will provide training as required to utilize our MUNIS system, but familiarity with similar systems is encouraged.
- Inspectors shall check in daily with the CED Staff, pick up a Village ID, and pull the necessary permit files prior to entering the field for any inspections. No inspections shall take place prior to an inspector checking in at Village Hall first.

Minimum Qualifications and Credentials

The successful respondent shall have experience with municipal plan reviews and inspections and possess licensing and certifications appropriate for the work to be performed. Persons performing plan reviews and inspections must possess the following credentials:

Residential Plan Reviewer:	Illinois Licensed Architect (LA) Professional Engineer (PE) ICC Certified Plan Examiner
Residential Field Inspector:	Structural ICC Certified Residential Building, PE, or LA Concrete ICC Certified Residential Building, PE, or LA Mechanical ICC Certified Residential Mechanical, PE, or LA Electrical ICC Certified Residential Electrical or Licensed Electrician Plumbing State of Illinois Licensed Plumber
Commercial or Industrial Plan Reviewer:	Illinois Licensed Architect (LA) Professional Engineer (PE) ICC Certified Plan Examiner
Commercial or Industrial Field Inspectors:	Structural ICC Certified Commercial Building or PE Concrete ICC Certified Commercial Building, PE, or LA Mechanical ICC Certified Commercial Mechanical Inspector Electrical ICC Certified Commercial Electrical Inspector Plumbing State of Illinois Licensed Plumber

Special Provisions

- All inspectors must be employees of the responding company. No subcontracting is allowed unless specifically approved by the Village of Bensenville.
- Inspectors shall carry cell phones and communicate directly with Village staff concerning code violations and re-inspections.
- Inspectors shall utilize consultant company-owned or private vehicles and equipment with full insurance coverage. The Village will not provide vehicles to consultants.
- Inspectors shall carry Village of Bensenville identification cards, which will be picked up daily at Village Hall.
- Inspectors shall present a professional appearance at all times with tucked in collared shirts and belted pants with no holes or stress marks.
- Inspectors shall have the necessary personal protection equipment including, but not limited to hard hats, proper footwear, eye and ear protection, high visibility vests, etc.

- Inspection forms shall be filled out neatly and legibly by the inspector. The inspector's full name shall be written on the inspection form. If multiple inspections are completed in the same visit, a separate inspection form will be fully filled out for each inspection. Multiple inspections on one inspection form will not be accepted.

Minimum Insurance Requirements

- \$1,000,000 in liability insurance
- \$500,000 in worker's compensation coverage
- \$1,000,000 in automobile insurance coverage
- \$1,000,000 in professional liability coverage
- \$1,000,000 additional general liability umbrella
- All above insurances shall include the Village of Bensenville as an additional insured with a minimum 30 day cancellation notice

Proposal Format and Content

Proposals should be brief and concise, yet with sufficient detail to allow for a thorough evaluation. Firms should clearly define and separate the different aspects of their proposal. Each proposal shall include as a minimum the following information in this format:

A. Introduction

Present an introduction to the proposal describing the firm's understanding of the desired work.

B. Qualifications

Include a brief description of the firm's background, recent experience with similar projects, and resumes of those proposed to work on this project. Please list years of experience regarding plan review, inspections, and building department supervision along with any experience the firm has in surrounding areas near the Village of Bensenville.

C. Schedule

Include a schedule regarding turn-around time with the plan reviews. The maximum desired time for initial reviews is 10 working days, with secondary reviews being returned in 5 working days. In addition, any limits or restrictions of how many plan reviews and building inspections your firm can handle at one time should be included.

D. Costs

Submit a cost proposal which includes the cost charged per plan review and the cost for building inspection services on a per inspection basis. No hourly rates will be considered. Also include an option for expedited plan reviews, including fees and timelines.

Residential plan reviews as set forth above shall be priced as a lump sum package price per home. Secondary reviews shall be included in the base lump sum price. Field inspections shall be based on a per inspection flat fee basis.

Non-residential plan review fees should be based on a formula predicated on the cost of construction or the area of the building. Only the square footage (area) of construction shall be considered in pricing. The volume of a building shall not be factored into variable pricing. Secondary reviews shall be included in the base lump sum price. Non-residential inspections should be priced on a per inspection flat fee basis. See the attached current Village of Bensenville plan review and inspection fee schedules for reference.

There may be situations where a home or business is only performing a small remodel, less than 100 square feet, that may require a minimal plan review. Include a separate price for these minor plan reviews, along with a timeline for review.

Costs for mileage, reproduction, transmittal, and other miscellaneous costs are to be included in the base lump sum price. Once this lump sum is paid by the permit applicant, there will be no additional charges assessed, except for additional re-inspection fees.

E. References

List former and current clients for whom similar work or comparable services have been performed. Include the name, mailing address, email address, and telephone number of the appropriate contact person.

F. Sample Work

Please provide an example of your written correspondence, plan review comments, and inspection reports.

G. Start Date

List your available date to start work for the Village of Bensenville.

H. Point of Contact

Each proposal shall provide a point of contact with an e-mail address prior to submission to allow for communication concerning questions and addendums.

- I. Submit a total of 6 hard copies and 1 digital copy to:
Mark Rysavy
Assistant Director of Community and Economic Development
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106
- J. Show the following information on the outside of the package:
Business or firm's name and address
Village of Bensenville Plan Review and Building Inspection RFP
Date of Submission of Proposal
- K. All proposals must be received at the above listed address by 5:00 pm on September 18, 2015. Firms mailing or shipping proposals must allow for sufficient delivery time. Late proposals will not be accepted.
- L. All questions should be submitted by e-mail to mrysavy@bensenville.il.us. To ensure all parties receive the same information, no questions will be taken by phone. All questions, with their corresponding answers, will be emailed to all firms in a timely manner. If you are interested in submitting a proposal, please email mrysavy@bensenville.il.us with a contact email to which all questions, answers and addendums should be copied to.

M. Acknowledgement of any, and all, addendum issued by the Village.

Expected Timeline of Review and Approval

RFP released to public	9.4.15
Final questions submitted by applicants	9.14.15
Proposals due by 5:00 pm	9.18.15
Staff evaluations and interviews	9.19.15-10.9.15
Community & Economic Development Committee Presentation	10.20.15
Village Board Approval	10.27.15
Contract commencement	11.2.15

Contractor Responsibility

The contractor is responsible for determining the applicability of and complying with any and all statutes, regulations, ordinances, etc. which govern the Contractor's performance. All applicable federal, state, and local laws, rules, and regulations governing the performance required by the Contractor shall apply to any agreements. The Village shall not be responsible for monitoring the Contractor's compliance.

Disclaimer

- The Village of Bensenville reserves the right to reject any or all proposals for any reason.
- The Village of Bensenville reserves the right to issue information packets to only those firms it deems qualified.
- The Village of Bensenville reserves the right to issue addendums to clarify questions as they arise.
- This solicitation does not commit the Village of Bensenville to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The Village of Bensenville reserves the right to accept or reject any proposals received in response to this request, or cancel in whole or part this proposal process if it is in the best interest of the Village to do so, in their sole discretion. All submitters should note that any contract pursuant to this solicitation is dependent upon the recommendation of staff.



October 23, 2015

Scott R. Viger, AICP
Director/Community & Economic Development
Village of Bensenville
12 South Center Street
Bensenville, IL 60106

RE: SAFEbuilt/Village Agreement

Please find two (2) original agreements between SAFEbuilt and the Village of Bensenville.
Please return one executed original to the SAFEbuilt corporate office.

SAFEbuilt®
Sharon Marquez
3755 Precision Drive, Suite 140
Loveland, CO 80538

I can be contacted using the information listed below with any questions or concerns.

Thank you,
Sharon Marquez
Business Development
SAFEbuilt®
970-292-2205
sharon.marquez@safebuilt.com

Enclosures: PSA/Certificate of Insurance/W-9

2015
10/26/2015

OCT 26 2015

COMMUNITY & ECONOMIC DEVELOPMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BENSENVILLE, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the Village of Bensenville, Illinois, ("Municipality") and SAFEbuilt Illinois, LLC, ("Consultant"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services, ("Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide "Services" to the Municipality using qualified professionals as directed by the Municipality. Consultant will perform services in accordance with the Municipality's adopted codes, amendments and ordinances. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for one additional twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination, said payment due within 30 days of the termination.

All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation required by Consultant to perform Services.

8. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality that it retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If Consultant becomes aware of any incident likely to give rise to a claim under the above indemnity, it shall notify the Municipality shall cooperate fully in investigating the incident.

10. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld.

11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease – policy limit, and two million dollars (\$2,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the

Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

13. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

14. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

15. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

16. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

18. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

19. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Mark Rysavy Assistant Director Community & Economic Development Village of Bensenville 12 South Center Street Bensenville, IL 60106 Email: MRysavy@bensenville.il.us	Greg Toth Executive Vice President Business Development SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: gtoth@safebuilt.com

20. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the venue for litigation shall be the Eighteenth Judicial Circuit Court, Wheaton, Illinois. If litigation shall ensue, the prevailing party shall also be entitled to recover from the other its attorneys' fees and costs.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

Village of Bensenville, Illinois

Signature

Name: Frank Soto

Title: Village President

Date: 10 / 23 / 15

SAFEbuilt Illinois, LLC

Signature

Name: Greg Toth

Title: Executive V.P. Business Development

Date: 10 / 23 / 15

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Plumbing, Mechanical and Electrical Inspection Services

Our inspection staff recognizes that an educational, informative approach is the most effective way 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 the Municipality 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
- ✓ Leave a copy of the inspection ticket onsite
- ✓ Discuss inspection results with site personnel
- ✓ Provide copies of all inspection results to the Municipality

Professional Plan Review Services

Perform plan review on building projects in the Municipality. These include; single-family residential construction; basement finish projects; pools; new commercial buildings; tenant improvements in existing commercial buildings; decks, porches, carports and garages; pole barns and agriculture buildings; and existing home upgrades and remodels.

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet the adopted building codes and local amendments
- ✓ 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
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using approved plans examiner
- ✓ 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

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. **MUNICIPAL OBLIGATIONS**

- ✓ All inspections will be schedule by the Municipal
- ✓ All fees will be collected by the Municipality

3. **TIME OF PERFORMANCE**

Consultant will perform Services commencing upon execution of the agreement.

Deliverables		
NEXT-DAY INSPECTIONS	Perform inspections called in by 4:30 pm the next business day	
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately	
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants	
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:	
	Project Type:	
	✓ Single-family within	5 business days
	✓ Multi-family within	10 business days
	✓ Small commercial within (under \$2M in valuation)	10 business days
	✓ Large commercial within	15 business days
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process	

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Annual Increase

Fees are subject to a three percent (3%) annual increase based on a calendar year of January to December. First annual increase effective January 01, 2017.

Table A:

	Over the Counter	Accessory or Alteration	Addition	New Construction
Single Family Residential				
Plan Review	N/A	\$23.62	< 500 sqft \$328.12 > 500 sqft \$415.62	\$525.00
Inspection (Each)	\$35.00	\$35.00	\$35.00	\$35.00
Re-Inspection (Each)	\$35.00	\$35.00	\$35.00	\$35.00
Multiple Family Residential				
Plan Review	N/A	\$23.62	See Table B	N/A
Inspection (Each)	\$43.75	\$43.75	\$43.75	\$43.75
Re-Inspection (Each)	\$43.75	\$43.75	\$43.75	\$43.75
Non-Residential				
Plan Review	\$23.62	See Table B	See Table B	See Table B
Inspection (Each)	\$43.75	\$43.75	\$43.75	\$43.75
Re-Inspection (Each)	\$43.75	\$43.75	\$43.75	\$43.75

Table B: Commercial & Multiple Family Plan Review Fees

Gross Floor Area (sqft)	Base Building	Base Building + (2) Disciplines	Base Building + (3) Disciplines
0 to 2500	\$455.00	\$549.50	\$752.50
2501 to 4000	\$507.50	\$686.87	\$923.12
4001 to 5000	\$712.00	\$928.00	\$1,220.00
5001 to 7500	\$806.40	\$1,129.60	\$1,400.00
7501 to 10,000	\$888.00	\$1,176.00	\$1,580.00
10,001+	\$976.00	\$1,464.00	\$1,948.80
Each 1000 sqft over 10,000	\$20.00	\$28.00	\$40.00

Table C: Emergency/Uncommon Circumstance Inspection Fee

Increase percentage based on Table A / Minimum of two (2) Inspections				
Monday – Friday 5:00 am to 7:00 am 5:00 pm to 7:00 pm	Monday – Friday 7:00 pm to 7:00 am	Saturday	Sunday	Holiday
25% increase	100% increase	100% increase	200% increase	300% increase

Table D: Expedited Plan Review Fee

Increase percentage based on Table B		
Single Family First Comments: 3 business days	Multi-Family & Commercial Up to 5000 square feet First Comments: 5 business days	Multi-Family & Commercial Over 5000 square feet First Comments: 5 business days
25% increase	30% increase	50% increase

Table E: Additional Plan Review Fees

Review of changes to approved plans	\$100.00 per hour
Structural Engineering Plan Review	\$140.00 per hour – with prior approval from both Parties