

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

\_\_\_\_\_  
\_\_\_\_\_  
  X    
\_\_\_\_\_  
Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

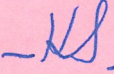
TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: June 10, 2025

BOT Date: June 19, 2025

TITLE: **Approval of Building and Inspection Consultant Services –  
B & F Construction Code Services, Inc. & SAFEbuilt Illinois, LLC**

SUBMITTED BY: Keith Steiskal, Director of Building 

BACKGROUND/POLICY IMPLICATIONS:

The Community Development Department utilizes a combination of in-house staff and third-party services to meet the building plan review and permit inspection activities required as part of the construction approval process. This approach has allowed the Village to have supplemental services available to meet customer demand. In the past, B & F Construction Code Services, Inc., and SAFEbuilt Illinois, LLC provided such services to meet demand.

Staff seeks concurrence from the Village Board for approval of a contractual services agreement with B & F Construction Code Services, Inc. and SAFEbuilt Illinois, LLC for the 2025 calendar year. The fees being charged by both companies are the lowest price when bid out over the past ten years. Inspection fees have only increased by \$10.00 per inspection over ten years. Staff requests a waiver of bids due to the training time required to use the Village's permit software and learn local ordinances. Both companies have competently performed assigned plan review and inspection activities. Approval of this request would help ensure that the inspection and plan review processes would remain unaffected. The agreement is based upon an hourly need basis, not to exceed \$110,000. These funds are provided for in the FY 2025 Budget.

Staff recommend that the Village Board of Trustees waive formal bidding and authorize the signature of the Village Manager on the attached agreements with B & F Construction Code Services, Inc. and SAFEbuilt Illinois, LLC to perform building plan review and inspection activities on behalf of the Village for the 2025 calendar year.

FISCAL IMPACT/FUNDING SOURCE:

REVIEW (AS NECESSARY):

Finance Director X \_\_\_\_\_ Date \_\_\_\_\_

Village Manager X \_\_\_\_\_ Date \_\_\_\_\_





## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

**FROM:** Keith Steiskal, Director of Building *-KS*

**MEETING DATE:** June 19, 2025

**SUBJECT:** **Approval of Building and Inspection Consultant Services –  
B & F Construction Code Services, Inc.  
& SAFEbuilt Illinois, LLC**

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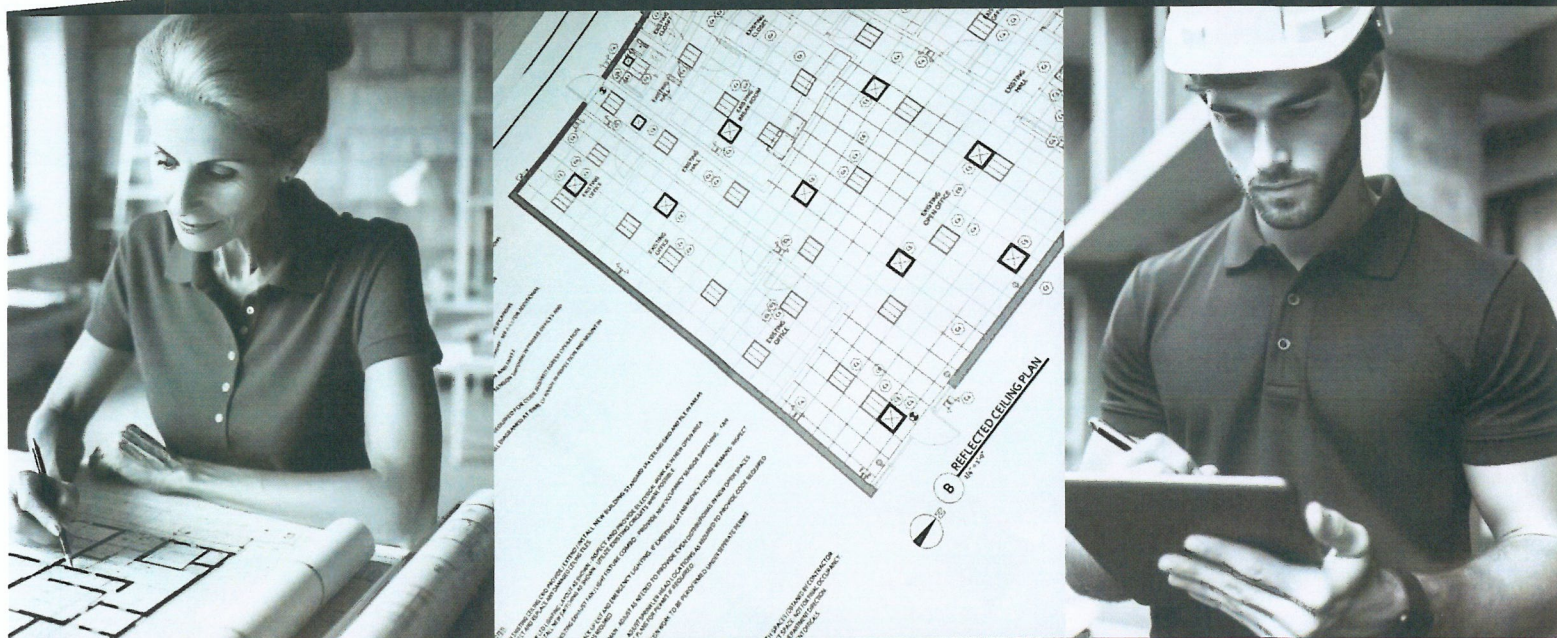
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### **RECOMMENDATION:**

Staff recommend that the Village Board of Trustees waive formal bidding and authorize the signature of the Village Manager on the attached agreements with B & F Construction Code Services, Inc. and SAFEbuilt Illinois, LLC to perform building plan review and inspection activities on behalf of the Village for the 2025 calendar year.



**B & F** CONSTRUCTION CODE SERVICES, INC.  
**BUILDING & FIRE PROTECTION PLAN REVIEW**  
® TRAINING • INSPECTIONS • CODE CONSULTING



February 12, 2025

Keith Steiskal  
Building Commissioner  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

Thank you for the opportunity to present a proposal to the Village of Lombard for inspections and plan reviews.

If you have any questions please give me a call at 847-428-7010 or email [ryarbrough@bfccs.org](mailto:ryarbrough@bfccs.org).

Sincerely,

*Richard A. Piccolo*

Richard A. Piccolo  
President  
Master Code Professional

**B & F CONSTRUCTION CODE SERVICES, INC.**  
2420 Vantage Road • Elgin, IL 60124  
Telephone: (847) 428-7010 • Fax: (847) 428-3151



## **PROFESSIONAL SERVICE AGREEMENT**

### **Statement of Qualifications**

B & F Construction Code Services, Inc. provides building and fire protection plan review, and inspections. All technical personnel are certified and/or licensed to provide the services as described and requested.

### **Qualifications**

B & F Construction Code Services, Inc. provides building and fire protection plan review, inspections and training services for municipal building departments. All inspection and plan review personnel are certified and/or licensed to provide the services as described.

We currently provide inspections and plan review for the Villages of Brookfield, Oak Lawn, Markham, Riverdale, Broadview, Forest Park, Matteson and the City of Harvey. We provide or have provided inspections and plan review for the Village of Hazel Crest, Richton Park, and University Park. We currently perform complete building department operations for the Villages of Winfield and Barrington Hills. We have assisted with complete building department operations in the Villages of Kingston and Hampshire. We also currently provide complete inspection and plan review services to West Chicago, Kingston, Kirkland, Shabbona, Hinckley, Waterman, Mettawa, Manhattan, Inverness, Elwood, Deer Park, Timberlane, and Poplar Grove.

In West Chicago, we provide full code enforcement services and administration including; inspections, notices of violation, tickets, adjudication, correspondence, testimony, etc.

There are other municipalities where we provide fill-in inspections when municipalities are in need of inspectors because of a large short-term workload or because they are down staff members due to vacations or extended leaves of absence. These municipalities include the City of Wheaton and Villages of Wheeling and Romeoville.

B & F Construction Code Services, Inc. performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

We have completed plan review and inspection services for large projects such as the new 3.8 Million Square Foot Amazon facility in Matteson as well as numerous Casino projects, including Four Winds Casinos in Michigan and Indiana, Bally (formerly Jumers) Casino in Rock Island, and Rivers Casino in Des Plaines.

### **Firm Information and Additional Qualifications**

B & F Construction Code Services, Inc. is led by its founder Richard A. Piccolo who has more than forty years in the building code profession. For many years, we have been providing Plan Reviews, Inspections, Building Department Administration, Code Consulting, and Training Services for Municipal Building Departments, Architectural Firms, Developers and Construction Workers. Our expertise is in all the Major Model Codes including the ICC (International Code Council) series, Illinois Plumbing Code, BOCA, NFPA, Accessibility and accepted industry standards and practices. We have performed over 110,000 plan reviews, conducted more than 600,000 construction inspections and over 220,000 code enforcement inspections. We have trained thousands of industry professionals nationwide. Our services have become the most sought after in the industry because of our continual focus on the three elements we have consistently delivered since inception...Quality, Value and Service.



## **Educational**

We have over 50 technical employees which include a full-time staff of qualified, licensed (where applicable) and certified staff of Plans Examiners, Building Inspectors, Property Maintenance Inspectors, and support personnel. Our affiliate company, the Building and Fire Code Academy (BFCA) provides training nationwide to industry professionals and has received approval by the State of Illinois as a Licensed Vocational School, approval by the International Association of Continuing Education & Training (IACET) and the approval of the American Institute of Architects (AIA).

The Building & Fire Code Academy works in conjunction with the State of Illinois and the Illinois Department of Employment Security to provide free training to help unemployed Municipal Building Department employees maintain their certification. BFCA is a State of Illinois Certified Workforce Provider. Individuals participating in a certificate program, or our flagship Code Enforcement Career Development Program receive first hiring preference over other applicants. Additionally, the Building & Fire Code Academy maintains a job placement service for our students.

What is unique about B & F Construction Code Services, Inc. is the combination of conducting inspections and training code officials across the country. Many of our competitors attend our training classes at our office and we appreciate their trust and confidence in our excellence in training.

This separates B & F Construction Code Services, Inc. from its competition and not to mention that all of our staff are company employees and we do not employ contract employees. We provide hours of training to make sure our staff is prepared prior to being assigned to a client.

B & F Construction Code Services, Inc. has developed a system to manage the varying needs of our clients. This includes a proprietary database, which tracks the adopted codes and their local amendments. It also tracks each project, which includes what was submitted, when the project is due, and the status of each project including first and all subsequent reviews.

All of our clients use our plan submittal form with each set of plans submitted. This form gives us the specific type of reviews and any special instructions for each project.

We are a professional staff with company uniforms, vehicles (identified by company name information on the vehicles), equipment, cell phones and the necessary materials to provide a high quality service for your needs.

## **Services to be Provided – Plan Review & Building Inspections**

B & F Construction Code Services, Inc. shall:

Conduct complete plan reviews for commercial and residential projects for building, fire code, fire sprinkler, fire alarm, fire protection, plumbing, electrical, mechanical, energy, hood & duct, solar systems, pool, decks and accessory structures and any other plans requested to review in accordance with the codes and amendments adopted by the client. We can also provide high hazard use, NFPA 101, and virtually any other type of specialty reviews.

Conduct commercial and residential building, fire code, fire protection, plumbing, electrical, mechanical, energy, hood & duct, solar systems, commercial roofing, right-of-way, utility and property maintenance (rental, sale, transfer, and code enforcement) inspections. We are also able to perform annual fire inspections, life safety inspections, high hazard inspections, spray booth installations, and basically any other code related inspections.

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2420 Vantage Road • Elgin, IL 60124

Telephone: (847) 428-7010 • Fax: (847) 428-3151



Staff can attend pre-construction meetings and construction status meetings whenever requested. Upon availability, staff may be able to work at the client directly. The schedule shall be mutually agreed on.

Code consulting services shall be provided via phone, email, field, and individual/group meetings. Video conferencing will be utilized as necessary or as requested.

### **Digital Plan Review**

B&F Construction Code Services, Inc. now primarily accepts electronic plan review submittals, physical submittals are continued to be accepted. To date approximately 80% of submittals are currently via electronic means.

### **Plan Review Process**

Plan reviews submitted to our office are processed typically within two (2) business days. Upon processing, the client will receive a receipt indicating the scope of the review and the completion date (based on date received). Once reviews are completed, plan review letters are sent to the client via email and can also be sent directly to the applicant if requested. If the applicant has questions regarding a review comment, our letters contain contact information for each plan reviewer.

### **Schedule to Perform Plan Reviews – All Disciplines**

All first reviews are performed typically within nine (9) business days from date they are received in our office and the second and all subsequent reviews are performed typically within five (5) business days. Typically there are no additional fees for any re-reviews up to three submittals, any subsequent submittals may be subject to an additional fee.

If a quicker turnaround time is desired, we offer Express Reviews. These Express Reviews are completed in four (4) business days and all second and subsequent reviews are also completed within four (4) business days.

Miscellaneous and simple projects can be reviewed in two (2) to three (3) business days. These reviews are subject to fee for re-reviews.

### **Schedule to Perform Inspections**

Inspections require notice the day prior by 3:00 p.m. Inspections can be conducted between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday, excluding holidays. Inspection requests shall be emailed, called, or submitted online. Additionally the client can approve B & F Construction Code Services, Inc. schedule inspections directly at no additional cost. Inspections can be made outside of these timeframes on an as requested basis for an additional cost. Days of the week and times during the day for inspections will be determined mutually by both parties.

The inspections are conducted as progress of the project takes place. All inspections are conducted and are documented with an inspection report indicating the results of the inspection. Inspector shall utilize company issued technology (tablets) to input inspection results real-time.

Inspectors shall contact customers, upon request, with estimated arrival times. We commit to adhere to inspection arrival times.

B & F Construction Code Services, Inc. maintains that it is the responsibility of the contractor or permit holder to ensure all required inspections are performed. B & F Construction Code Services,



Inc. can provide evaluation services of inspection history, third party reports, and special inspections.

## **Costs for Services**

### **Plan Review**

See attached 2025 fee schedule for new construction and alteration plan review pricing. The cost of plan reviews shall be increased to the latest fee schedule every twenty four months.

### **Hourly Inspection Costs**

Building, Electrical, Mechanical, and Energy at \$90 per hour and a minimum of 20 minutes per discipline plus one-way travel time.

Plumbing at \$90 per hour and a minimum of 20 minutes plus one-way travel time.

### **General Project Consulting**

Staff Consultations for new projects, code analysis, zoning issues, and other complex development issues shall be billed at \$160 per hour.

### **Emergency Inspection**

An inspector can be made available for emergency inspections outside normal business hours (7:30am – 4:30pm). The cost of the services shall be at our general consulting rate per hour. The time shall include travel both ways as well as any inspection and report writing time with a minimum of four hours (4 hrs.). For the purposes of this contract emergency inspections shall include, but not limited to, post fire inspections, inspections of structures after vehicle vs building incidents, determination of habitability or safety of structure, unsafe structures, building collapse, inspections required to restore utilities, large scale incidents that may require input from building department personnel.

### **After Hours Inspection**

An inspector may be available for after-hours inspections outside normal business hours (7:30am – 4:30pm). The cost of the services shall be at our general consulting rate per hour or double the fixed rate inspection for fire protection systems (fire alarm, fire sprinkler, special suppression, hood suppression, etc.) but no less than the hourly minimum. The time shall include travel both ways as well as any inspection and report writing time with a minimum of four hours (4 hrs.).

Hourly services that are provided off site from the B & F Construction Code Services, Inc. office are subject to travel costs of one way per inspector per day.

This contract shall be subject to annual price increases for all hourly services that shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor between January 15 of the preceding calendar year and January 15 of the current calendar year or 3%, whichever is less.

## **Other Services**

### **Cross Connection Program**

Annual Cross Connection Surveys and Cross Connection Device testing for plumbing devices can be provided.

### **Ordinance Development**

Assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building codes, zoning, fees, property maintenance or any area where a

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building, zoning or planning department is involved. This can include agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees. Building code updates will be priced based on complexity. Costs for these services are based per project.

#### **Preliminary Reviews**

Provide plan review and code consulting services for large and complex projects during initial stages (25%, 50%, etc. stage drawings) and address both high level design issues and specific questions the design professional may have. This service helps reduce final permitting and reduce the complexity of any code issues identified at that time.

The Village of Lombard has the responsibility to provide notification of ordinances, planned unit developments, and all agreements relevant to the services we offer.

#### **Point of Contact for Contract**

Richard A. Piccolo, President, MCP

Sean Fallows, Director of Technical Services

#### **Transmittal Method**

As normal course of business, all correspondence from our main office shall be done electronically.

#### **Start Date**

This agreement shall take effect on the date the last signatory signs it. The cost will increase two years from the effective date, unless this agreement is terminated earlier by the CLIENT, COMPANY, or by mutual consent.

#### **Fuel Surcharge**

Fuel surcharge – In the event fuel cost increase to a national average of Five Dollars (\$5.00) or more per gallon there will be eight percent (8%) added to the inspection (first and re-inspections) fee.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

A Certificate of Insurance can be provided by request.

*The client shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B & F Construction Code Services, Inc.*



Client

Accepted By \_\_\_\_\_

Please Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

B & F Construction Code Services

Accepted By Richard A. Piccolo

Please Print Richard A. Piccolo

Title President

Date February 12, 2025

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# B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review  
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

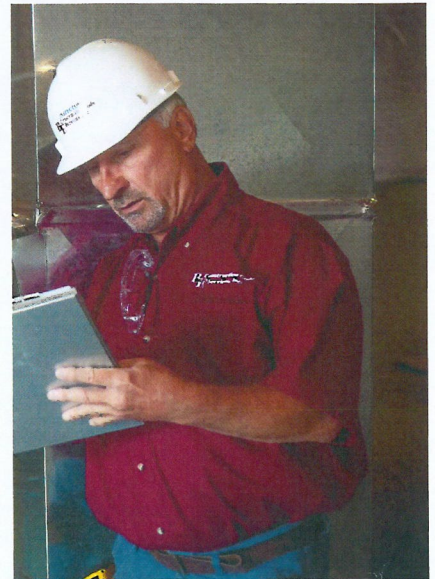
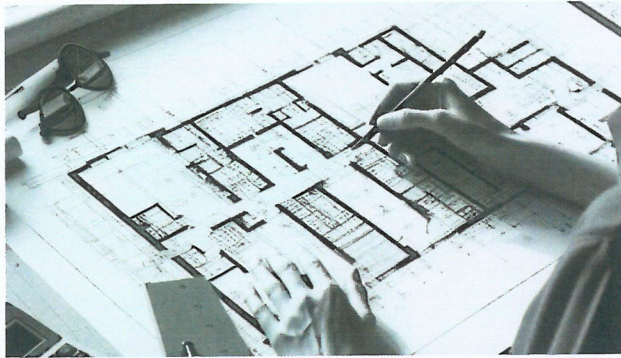
System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility





# B & F Construction Code Services, Inc.

**B & F Construction Code Services, Inc.** provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.

Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed typically within 9 business days of receipt; additional reviews completed typically within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Express plan review service is available for time-sensitive projects.

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent two reviews for the same project discipline are performed at no additional charge.

We accept plan reviews digitally or physically but prefer digital submittals. Digital Plan Reviews allow for faster and more efficient plan review and communication. If plans are paper, free FedEx Shipping of your plans and specifications to our office is provided for all municipal building departments.

Express Review Service is available for projects requiring an expedited review and is completed typically within 4 business days (additional fee required).

Choose the Billing Method that best suits your municipality. We will bill directly to the municipality or other responsible party as designated. Projects that are billed to the responsible party are subject to a processing fee.

## Why More Municipalities Choose B & F Construction Code Services, Inc....

- ◇ Nationwide
- ◇ We know the codes
- ◇ We include your local ordinances
- ◇ We're here when you need us
- ◇ Fast, accurate, reliable service
- ◇ No hidden costs, No extras
- ◇ We answer your questions
- ◇ No project too big or complex
- ◇ We are fully insured
- ◇ Proven knowledge & experience
- ◇ We provide the services you want & need
- ◇ Our reputation
- ◇ We're Always Here to Help

## Codes and Standards that are utilized

- |                                   |                            |                          |
|-----------------------------------|----------------------------|--------------------------|
| ◇ International Code Series (ICC) | ◇ National Fire Code       | ◇ State Codes/Amendments |
| ◇ Legacy Codes                    | ◇ NFPA Standards           | ◇ Local Ordinances       |
| • BOCA                            | ◇ National Electrical Code |                          |
| • Uniform                         | ◇ Reference Standards      |                          |
| • CABO / etc.                     | ◇ Accessibility Codes      |                          |

**B & F Construction Code Services, Inc.**

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[www.constructioncodes.com](http://www.constructioncodes.com) • [bfcfs@bfcfs.org](mailto:bfcfs@bfcfs.org)



# Plan Review Fee Schedule

## COMMERCIAL

Building Size	Building Review	25% of Building Fee*	40% of Building Fee*	50 % of Building Fee*
Up to 30,000 ft. <sup>3</sup>	\$370.00	\$100.00*	\$148.00	\$185.00
30,001 to 60,000 ft. <sup>3</sup>	\$480.00	\$120.00	\$192.00	\$240.00
60,001 to 80,000 ft. <sup>3</sup>	\$525.00	\$131.25	\$210.00	\$262.50
80,000 to 100,000 ft. <sup>3</sup>	\$600.00	\$150.00	\$240.00	\$300.00
100,001 to 150,000 ft. <sup>3</sup>	\$775.00	\$193.75	\$310.00	\$387.50
150,001 to 200,000 ft. <sup>3</sup>	\$875.00	\$218.75	\$350.00	\$437.50
Over 200,000 ft. <sup>3</sup>	\$900.00 + \$8.50 (per 10,000 Cu. Ft.)	\$225.00 + \$2.13 (per 10,000 Cu. Ft.)	\$360.00 + \$3.40 (per 10,000 Cu. Ft.)	\$450.00 + \$4.25 (per 10,000 Cu. Ft.)

Footing and Foundation	\$325.00 Min.**
NFPA 101 Plan Review	40% of Building Review (Min. \$325.00)
Mechanical Review	40% of Building Review*
Plumbing Review	40% of Building Review*
Accessibility Review	25% of Building Review*
Electrical Review	50% of Building Review*
Med Gas	50% of Building Review*
Fire Code	50% of Building Review (Min. \$215.00)
Energy Code	50% of Building Review (Min. \$215.00)
Commercial/Industrial Zoning	\$200.00 per 15,000 square feet of site area ***
Hood & Duct Plan Review (Type 1 w/o suppression)	\$270.00 per System
Hood & Duct Plan Review (Type 2)	\$220.00 per System
Compressed Gas System	\$500 up to 100 gallon capacity \$1.75/gal over 100
High Piled Storage Racking	\$500 ****
Storm Shelter	\$1 per sq.ft.(Min. \$500.00)
Solar Photovoltaic System	based on kw DC system size \$1200.00 min *****
Solar Energy Storage System	20% of Solar Review
Energy Storage System	Consulting Rate
Electric Vehicle Charging Station	\$575 (\$165 per each additional charging station)
In-Ground Pool Plan Review	\$550.00 per Pool
Spray Booth Plan Review	\$450.00 per Booth
Sign Review	\$275
HPM, High Hazard, Processing Piping,	x 1.5 of Plan Review
Medical Case Facilities (Institutional Use Groups)	x 1.5 of Plan Review
High Rise Buildings	x 1.5 of Plan Review
Data Center, Lithium Storage	x 1.5 of Plan Review
Technical Submittal Review	\$125.00
Specialty Plan Review	\$160.00 per Hour
Site Plans (review of sites without a building)	Consulting Rate
Preliminary Review	50% of the review, \$800 min
Express Plan Review	x 2.5 of Plan Review
Direct Billing Processing Fee	\$100.00

\* minimum for each discipline when multiple disciplines are submitted at the same time. When submitted individually the rate shall be based on 75% of the building review rate

\*\* Minimum includes up to 50,000 sq. ft. footprint, for every addition 50,000 sq. ft. is an additional \$50 (this shall not be interpolated) and multistory buildings as defined by the IBC shall have an additional 20% added

\*\*\* minimum \$400, for projects over a 250,000 sq.ft. of site area each additional 50,000 sq.ft. shall be \$200

\*\*\*\* review of the racking system design, egress path, and emergency lighting

\*\*\*\*\* 201-1000kw DC \$2000, 1001-2000kw DC \$2800, 2001-3000kw DC \$3500, over 3000kw DC \$3500 + \$500 per 1000KwDC



# Plan Review Fee Schedule

## RESIDENTIAL

This section deals with residential reviews per the International Residential Code.

### New One and Two Single Family Dwellings\*

Up to 3,000 square feet (including basement)	\$800.00 per Dwelling Unit
Up to 3,000 square feet (including basement and zoning)	\$900.00 per Dwelling Unit
Over 3,000 square feet (including basement)	\$0.25 per Square Foot**
Over 3,000 square feet (including basement and zoning)	\$0.26 per Square Foot**

Miscellaneous Plan Review	\$35 Per Discipline***
In-Ground Pool Plan Review	\$475.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Solar (Photovoltaic) Systems****	\$265.00
Solar (Photovoltaic) Systems w/ battery****	\$350.00
Solar (Photovoltaic) Systems w/ battery and generator****	\$400.00
Direct Billing Processing Fee	\$50.00

\* square footage includes all habitable spaces, all areas within the thermal envelope, garages, other attached covered area, basements (finished or unfinished), all decks are over four feet in either direction.

\*\* the first 3,000 sq.ft. is \$800/\$900 respectively all additional square footage is calculated at \$0.25 / \$0.26 per sq.ft.

\*\*\* re-reviews are an additional cost, zoning will be treated as an additional discipline

\*\*\*\* projects that require a service update will be subject to an addition \$100



# Plan Review Fee Schedule

## FIRE PROTECTION

### Fire Suppression Systems

1 to 100 sprinkler heads	\$525.00
101 to 200 sprinkler heads	\$575.00
201 to 300 sprinkler heads	\$700.00
301 to 500 sprinkler heads	\$900.00
Over 500 sprinkler heads	\$900.00*
Modifications (1-20 sprinkler heads without calculations)	\$250.00
Modifications (21-40 sprinkler heads without calculations)	\$350.00
Residential systems (NFPA 13D)	\$240.00

### Fire Alarm Systems

1 to 20 Devices	\$215.00
21 to 40 Devices	\$425.00
41 to 60 Devices	\$700.00
61 to 80 Devices	\$800.00
81 to 100 Devices	\$900.00
Over 100 Devices	\$1000.00 plus \$5 per device over 100

Hood Suppression with 15 or less points	\$215 per System
Hood Suppression with 16-29 flow points	\$270.00 per System
Hood Suppression with 30 flow points or more	\$320.00 per System

Chemical Suppression systems (excluding hood suppression)	\$350 plus alarm fees
Carbon Dioxide / Clean Agents	\$175 for up to 105 pounds of agent, \$1 each pound over
Dedicated Fire Hydrant or Standpipe System	\$25 per valve (\$300 min)
Emergency Radio Communication Coverage (ERCC)	\$0.005 per sq.ft. (\$600 min)

\*\$1.25 per head for the heads 501-1000, \$1 per heads 1,000-20,000, \$0.75 per head over 20,000 sprinkler heads

## CONSULTING

### Code Consulting

Senior Staff	\$195.00 per hour
Supervisor Staff	\$175.00 per hour
Staff	\$160.00 per hour

### Village Management/Administration

Senior Staff	\$135.00 per hour
Supervisor Staff	\$120.00 per hour
Staff	\$100.00 per hour

## OTHER SERVICES

Code Writing and Adoption Assistance  
Water Flow/Backflow/Hydrant Flushing Device Testing  
Special Safety Training and Disaster Planning  
Building Department Analysis  
Fire Protection System Analysis  
Existing Building Evaluation





## Building & Fire Code Academy

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Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax, and our Web site. Registrations are completed directly with our office.

*Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.*

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy is approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In

obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects/ Continuing Education System (AIA/CES) Registered Provider. Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours.



### Building & Fire Code Academy

2420 Vantage Drive • Elgin, IL 60124

Phone: 847-428-2951 • Fax: 847-428-2911 • Toll Free: 800-488-7057

[www.bfecademy.com](http://www.bfecademy.com) • [bfea@bfecademy.com](mailto:bfea@bfecademy.com)



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

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of Lombard, Illinois ("Municipality") and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

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

WHEREAS, Consultant is ready, willing, and able to perform Services.

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

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

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

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, 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 this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms 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 and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using 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 Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. 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 Municipality under this Agreement. 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 Consultant.

As an independent contractor, Consultant agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers' compensation benefits against the Municipality and agrees not to file such claims in the event this Agreement is terminated. Consultant further agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. Consultant understands and agrees that, as an independent contractor, Consultant, and any employee or agent thereof, is not an employee of the



Municipality for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence, omission, or willful misconduct of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.



To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

### 13. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to 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.
- B. 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 one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. The policy shall include a waiver of subrogation.
- C. 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, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Umbrella insurance with a limit of not less than \$3,000,000 to apply to the commercial general liability, automobile liability, and professional liability policies.
- G. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- H. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Municipality. Said certificates shall contain a clause to the effect that, for the duration of the Agreement, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification thirty (30) days in advance to the Municipality. In addition, said certificates shall list the Municipality and its elected and appointed officials, employees, volunteers, and others working on behalf of Municipality as additional insureds on all required insurance policies except the policy for professional liability. Consultant shall require sub-consultants, if any, not protected by Consultant's insurance policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of Consultant under this Agreement.

### 14. THIRD PARTY RELIANCE

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

### 15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements



thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and 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. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. 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 Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

16. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

19. DISCRIMINATION & ADA AND OSHA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. 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. 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 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 Municipality at any time during the term of this Agreement.



Consultant shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act, and any amendments thereto, for the duration of this Agreement.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. 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. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. 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). 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, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Keith Steiskal, Building Lead/Building Official  
Village of Lombard, Illinois  
255 East Wilson Avenue  
Lombard, IL 60148  
Email: [steiskalk@villageoflombard.org](mailto:steiskalk@villageoflombard.org)

If to Consultant:

Joe DeRosa, CRO  
SAFEbuilt, LLC  
444 North Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.



24. ATTORNEY'S FEES

The Parties mutually agree to attempt, in good faith, to settle any dispute, controversy, or claim that may arise out of or relate to this Agreement, or the breach thereof, by mediation, as a condition precedent to binding dispute resolution or litigation. Said mediation shall be administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures in effect on the date of the Agreement, unless the Parties mutually agree otherwise. A request for mediation shall be made in writing, delivered to the other Party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share any mediation fees equally. The mediation shall be held in the Village of Lombard, DuPage County, Illinois, unless another location is mutually agreed upon by the Parties. Agreements reached in mediations shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

27. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Illinois, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in DuPage County, Illinois and each party waives any and all jurisdictional and other objections to such exclusive venue.

28. COUNTERPARTS

This Agreement and any amendments or task orders 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.

29. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

30. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.



31. ENTIRE AGREEMENT

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 agreements, 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.

SAFEbuilt Illinois, LLC

By: Gary Amato  
Digitally signed by Gary Amato  
Date: 2025.01.27 10:36:09 -05'00'

Name: Gary Amato

Title: Chief Administrative Officer

Date: January 27, 2025

Village of Lombard, Illinois

By: Scott Nilhaus

Name: Scott Nilhaus

Title: Village Manager

Date: 1/28/25

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

### 2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

### 3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis



Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> – Single-family within – Multi-family within – Small commercial within (under \$2M in valuation) – Large commercial within	<u>First Comments</u> 5 business days 10 business days 10 business days 20 business days	<u>Second Comments</u> 5 business days or less 5 business days or less 5 business days or less 10 business days or less
<b>EXPEDITED PLAN REVIEW TURNAROUND TIMES</b>	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		



## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- On January 1, 2025 and annually thereafter, the hourly and flat 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 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD HOURLY RATE*
Inspection Services Plumbing	\$95.00 per hour – one (1) hour minimum
Inspection Services • Building, Mechanical, Electrical	\$90.00 per hour – one (1) hour minimum
Plan Review Services	\$105.00 per hour – one (1) hour minimum per review
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	



## EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
  - Client network access
  - Internet access
  - Proprietary or commercial software and access
  - Computer workstations/laptops
  - Mobile devices
  - Printers/printing services
  - Data access
  - List of reports and outputs

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