

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

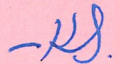
\_\_\_\_\_ Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
  X   Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: December 30, 2025 BOT Date: January 8, 2026

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 service agreement with B & F Construction Code Services, Inc. and the renewal of the existing SAFEbuilt Illinois, LLC contractual service agreement for the 2026 calendar year. The fees being charged by both companies are the lowest price when bid out over the past ten years. Inspection fees by B & F Construction Code Services, Inc. have only increased by \$2.50 per inspection from the previous contract. 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 2026 Budget.

Staff recommend that the Village Board of Trustees waive formal bidding and authorize the signature of the Village Manager on the attached agreement with B & F Construction Code Services, Inc. and the renewal of the existing SAFEbuilt Illinois, LLC agreement to perform building plan review and inspection activities on behalf of the Village for the 2026 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:** January 8, 2026

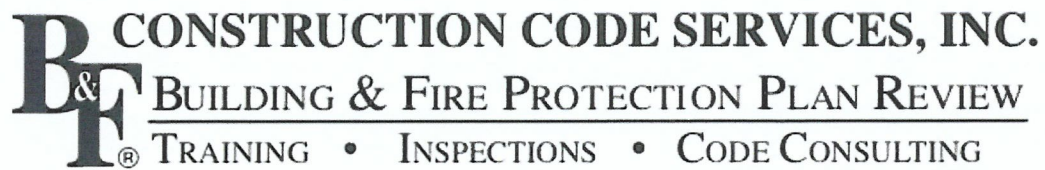
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& SAFEbuilt Illinois, LLC**

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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 agreement with B & F Construction Code Services, Inc. and the renewal of the existing SAFEbuilt Illinois, LLC agreement to perform building plan review and inspection activities on behalf of the Village for the 2026 calendar year.



**Village of Lombard, IL**

**INSPECTIONS AND PLAN REVIEW PROPOSAL**

**November 18, 2025**

**SUBMITTED TO:**

Keith Steiskal  
Director of Building and Code Enforcement  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL. 60148



## **PROFESSIONAL SERVICE AGREEMENT BUILDING INSPECTIONS AND PLAN REVIEWS**

THIS AGREEMENT is between the Village of Lombard (hereafter "CLIENT") and B&F Construction Code Services, INC. (hereafter "COMPANY").

### **GENERAL CONTRACT TERMS AND CONDITIONS**

#### **TERM OF AGREEMENT:**

This AGREEMENT shall be effective on the date that the last signatory executes this AGREEMENT, and shall terminate one year from the effective date, unless this AGREEMENT is terminated earlier by the CLIENT, or COMPANY, or by mutual agreement, or the parties agree, in writing, to extend the Term.

#### **SUSPENSION OF SERVICES:**

The VILLAGE may, at any time, by written order to B&F Construction Code Services, Inc. ("B&F") require B&F to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order B&F shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided they are deemed reasonable by the VILLAGE.

#### **TERMINATION OF AGREEMENT:**

The VILLAGE reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days' written notice to B&F. The VILLAGE further reserves the right to cancel the whole or any part of the Agreement if B&F fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. B&F will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, B&F shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by B&F before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from B&F a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken.

#### **RELATIONSHIP BETWEEN B&F AND VILLAGE**

B&F and its authorized representatives (collectively "B&F") are retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and B&F's relationship to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. B&F shall be free to dispose of such portion of its entire time, energy and skill during regular business hours when they are not obligated to devote time and services hereunder to the VILLAGE, in such manner as B&F sees fit and to such persons, firms or corporations as B&F deems advisable. It is acknowledged that at all times the B&F is separate and independent from the VILLAGE and that B&F will utilize a high level of skill necessary to perform the services under this Agreement.

Not Employees. B&F and its authorized representatives (collectively "B&F") shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall B&F be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of the B&F to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession.

**B & F CONSTRUCTION CODE SERVICES, INC.**

2420 Vantage Drive • Elgin, IL 60124  
Phone (847) 428-7010 • Fax (847) 428-3151



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

**PROJECT UNDERSTANDING:**

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Inspections. COMPANY staff will report directly to the Village of Lombard Village Hall daily as determined by CLIENT. "Building inspections" shall be defined as the examination of a building, structure, or site that is under construction for which a permit has been issued.

**STANDARD OF CARE:**

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

**BASIC SERVICES:**

Building Inspections (Residential, Commercial and Industrial) with Company staff reporting to the CLIENT on an as needed basis based on demand reporting to the existing Building Commissioner.

COMPANY staff will report to the Building Commissioner and CLIENT Staff and will adhere to the CLIENT'S reporting, software usage, equipment standards, personnel assignments, training and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or be State Licensed and have more than 2 years of experience and knowledge in their specific field of service.

COMPANY staff will work in compliance with the CLIENT'S policies and adopted building codes, ordinances and amendments.

COMPANY will work and coordinate with the CLIENT'S software system, if available.

COMPANY will attend training on CLIENT policies including, but not limited to software, procedures, and CLIENT Code requirements as needed. The CLIENT shall compensate the COMPANY for said training at the same rate of pay for inspections.

COMPANY point of contact: Ron Yarbrough, Operations Supervisor, 847-428-7010,  
[ryarbrough@bfccs.org](mailto:ryarbrough@bfccs.org)

**ENTIRE AGREEMENT:**

This AGREEMENT, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional Building Inspection Services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.



**ADDITIONAL INCLUDED SERVICES:**

A. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors and design professionals as required.

B. COMPANY staff will provide the services during the CLIENT'S normal business hours or as directed by CLIENT and will include:

- Excellent customer service to the public as an extension of CLIENT staff.
- On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
- Proficiently communicate with permit applicants and contractors to provide clear and concise direction as determined by CLIENT.
- Participate with other departments and staff as needed and as directed by CLIENT.
- Incorporate and update inspection reports utilizing the CLIENT'S computer software system and/or processes.

C. The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure and other equipment as determined to provide a quality inspection. Each inspector shall utilize COMPANY inspection forms or forms, or electronically, or as acceptable to the CLIENT. The inspector shall utilize a COMPANY vehicle to conduct inspections.

**SCHEDULE:**

The COMPANY shall provide adequate personnel necessary to complete the inspections and plan reviews will provide the services under this AGREEMENT. The schedule will be as agreed upon between the two parties.

Plan Review Schedule: See Attached

COMPANY inspectors are available as follows:

- Eight (8) hours a day during normal business hours from Monday through Thursday and Fridays after 9:30 AM, excluding holidays.
- The building inspections will be performed by an ICC certified inspector and all plumbing inspections shall be performed an Illinois Licensed Plumbing Inspector.
- Building inspections (Building, Mechanical, Electrical, Plumbing and Energy) shall be billed at the rate of Ninety-Two Dollars and Fifty Cents (\$92.50) per hour for a building inspector and One Hundred and Sixty Dollars (\$160.00) per hour for Senior Administrative staff. Travel time of forty-five (45) minutes shall be added to the daily time for each inspector working less than an eight-hour day. Property maintenance shall be billed at the rate of Seventy-Five Dollars (\$75.00) per hour and one-way travel.
- The inspector will not perform other types of inspections or services outside his/her area of qualification. The COMPANY shall perform the inspections and provide the services with its own personnel and under the management, supervision and control of its own organization, and shall not be authorized to use any subcontractors to perform any inspections or provide any services under this AGREEMENT.

If any of COMPANY'S personnel fails to provide the inspections or perform the services in a manner satisfactory to the CLIENT and consistent with commonly accepted industry standards and professional practices, the COMPANY shall immediately, upon notice from the CLIENT, remove and replace such personnel.

The COMPANY states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization and staff necessary to provide, perform and complete the inspections and services under this AGREEMENT.



**RELATIONSHIP OF THE PARTIES:**

The COMPANY'S role, and the role of its employees, with respect to the performance of the inspections and services under this AGREEMENT, is solely that of an independent contractor. The following terms and conditions are operative and applicable to the parties under this AGREEMENT:

A. Non-Exclusive Contractual AGREEMENT. The COMPANY and its employees are retained under a non-exclusive contractual arrangement to perform the inspections and services only for the limited purposes set forth in this AGREEMENT. No provision of this AGREEMENT or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of "employer-employee," "principal and agent," "partners" or "participants in a joint venture."

B. No Authority to Bind. The COMPANY and its employees shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of, the CLIENT.

**INSURANCE:**

(A) During the term of the Agreement, B&F shall provide the following types of insurance in not less than the specified amounts:

1. Comprehensive General Liability - \$1,000,000.00 per occurrence;
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any B & F Construction Code Services, Inc. owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Agreement;
3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage - \$3,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
5. Professional Liability - \$2,000,000.00.

(B) B&F shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. 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 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) B&F shall require sub-consultants, if any, not protected under B&F'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of B&F.

**INDEMNIFICATION:**

B&F shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said B&F, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Agreement, including, without limitation, any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. B&F shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**B & F CONSTRUCTION CODE SERVICES, INC.**

2420 Vantage Drive • Elgin, IL 60124  
Phone (847) 428-7010 • Fax (847) 428-3151



**COMPLIANCE WITH LAWS:**

B&F shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, local and VILLAGE governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

**COMPLIANCE WITH OSHA STANDARDS:**

B&F shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the Agreement.

**NON-DISCRIMINATION:**

A. B&F shall, as a party to a public contract:

1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
2. By submission of this Proposal, the CONSULTANT certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CONSULTANT shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

**FORCE MAJEURE:**

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

**VENUE:**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**INVOICES AND PAYMENT:**

This Agreement is for the delivery of the services outlined in the Agreement. B&F shall submit invoices in duplicate not more than once each month, such statements shall be inclusive of a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, rate of pay, hours charged and task worked. All direct costs shall be itemized consistent with the various categories itemized in the proposal. Invoices shall be based on actual hours of performance. The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act.

**CHANGES:**

The VILLAGE reserves the right by written amendment to make changes in the requirements, amounts of work and work schedule to be performed under the Agreement. B&F and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.



The CLIENT shall agree not to hire an employee of COMPANY for a period of one (1) year after the individual is no longer employed by the COMPANY. This provision shall not apply if the CLIENT and COMPANY have not had an agreement for more than one (1) year.

Upon acceptance, signatures of acceptance are required by at least two (2) authorized CLIENT officials.

<b>Accepted By</b> _____	<b>Accepted By</b> _____
<b>Please Print</b> _____	<b>Please Print</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Date</b> _____	<b>Date</b> _____

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

<b>Accepted By</b>	<u><i>Richard A. Piccolo</i></u>
<b>Please Print</b>	<u>Richard A. Piccolo</u>
<b>Title</b>	<u>President</u>
<b>Date</b>	<u>November 18, 2025</u>



# B&F CONSTRUCTION CODE SERVICES, INC.

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

Plan Review

Inspections

Code Consulting

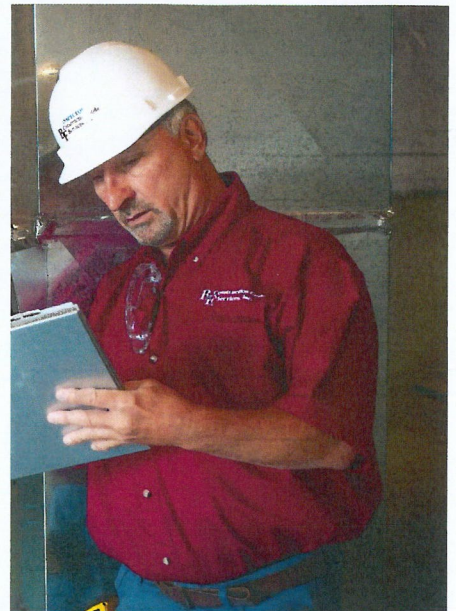
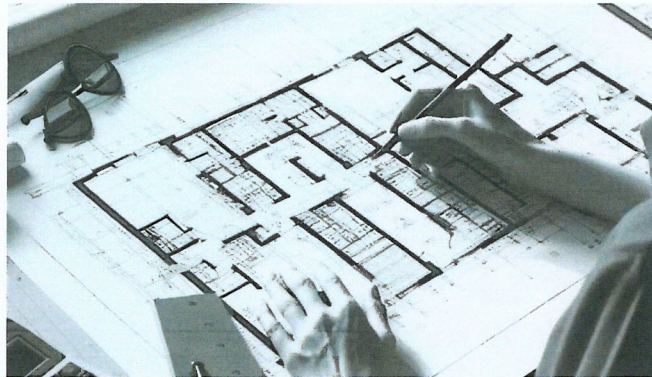
System Testing

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.**

2420 Vantage Drive • Elgin, IL 60124

P.O. Box 5178 • Elgin, IL 60121

Phone: 847-428-7010 • Fax: 847-428-3151 • Toll Free 800-232-5523

[www.constructioncodes.com](http://www.constructioncodes.com) • [bfees@bfees.org](mailto:bfees@bfees.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.bfcacademy.com](http://www.bfcacademy.com) • [bfea@bfcacademy.com](mailto:bfea@bfcacademy.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. Invalidity 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

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

By: Gary Amato

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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