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Year: 2021

Amount:

Department: Development Services

Contract Type: Professional Services

Contractors Name: SAFEbuilt Illinois, LLC

Contract Description: Professional Plan Review, Inspection and Support Services on an As Needed Basis

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
_____SAFEbuilt Illinois, LLC_____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this ___14th_____ day of May, 2021_, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and _____SAFEbuilt Illinois, LLC_____ (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with __Professional Plan Review, Inspection and Support Services on an As-Needed Basis_ (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
   ☐ The Contractor's Proposal or Bid No. _____, and dated _____ 20___; and/or
   ☒ Village of Orland Park RFQ/RFP/Purchase Order No. ___21-021_____.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

   A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
      ☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
      ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
      ☐ subject to a not-to-exceed amount of $_____ ("Contract Price")

   B. Invoices: The Consultant agrees to and shall prepare and submit:
      ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
      ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

   C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

   D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the

Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☒ Scope of Services as set forth in the Consultant's proposal dated _____April 23, 2021__ (Exhibit A)

☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than ___ TBD _____ (hereinafter the "Commencement Date"), and shall be completed no later than _____TBD_____ (hereinafter the "Completion Date"), barring only Acts of God and circumstances beyond the reasonable control of Consultant. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fires, epidemics, war, riots and civil disturbances; sabotage or judicial restraint, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and

all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Name: ___Ed Lelo_____
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: ___708-403-6373
Facsimile: _708-403-6215_
e-mail: __elelo@orlandpark.org_

To the Contractor:
Name: _____Steve Nero_
Company: ___SAFEbuilt Illinois LLC
Address: __3755 Precision Drive
City, State, Zip: Loveland, CO 80538
Telephone: _312-339-0436_
Facsimile: __877-203-2704_____
e-mail: ____snero@safebuilt.com__

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the

Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:
   A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
   B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
   C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
   D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
   E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
   F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:
   A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
   B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
   A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
   B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially

solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's

Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Notwithstanding the proceeding, Consultant may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: _____SAFEbuilt Illinois, LLC

By: _____
Name: Thomas P. Wilkas
Its CFO and Authorized Agent

VILLAGE OF ORLAND PARK

By: _____
Name: George Koczanski Title: Village Manager

ATTEST: _____

(21-0303)

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal dated ____ April 23, 2021_____
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME: Symone White
PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425
E-MAIL ADDRESS: swhite@rbninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Navigators Insurance Company	42307
INSURER D : Great American E&S Ins. Co.	37532
INSURER E : Princeton Excess & Surplus Lines Insurance Co.	10786
INSURER F : Twin City Fire Insurance Co.	29459

INSURED SAFELLC-01
SAFEbuilt Holding Company
SAFEbuilt, LLC (See Attached)
3755 Precision Drive, Ste 140
Loveland CO 80538

COVERAGES **CERTIFICATE NUMBER:** 1431733257 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		83UENZV3951	10/3/2020	10/3/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UENPY9100	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CH20EXC885600IC	10/3/2020	10/3/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECE0623	5/12/2021	5/12/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			TER 286-10-59	10/3/2020	10/3/2021	Each Claim/Aggregate	10,000,000
E	Excess Liab (2nd) Layer			8E-A3-XL-0000121-00	10/3/2020	10/3/2021	Each Occ/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Orland Park, its officers, employees and consultants are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SAFELLC-01 LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
RBN Insurance Services		SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland, CO 80538
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):
SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:
Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:
HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:
WC 00 03 13 Waiver Of Our Right to Recover from Others

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BACKGROUND

The Village of Orland Park Development Services Department is responsible for the review, permitting and inspection of all building and development projects in the Village to ensure compliance with minimum housing, building and safety laws. The Development Services Department serves as the lead department for project reviews and coordinates with other applicable Village departments and agencies.

The Development Services Department completes approximately 4,000 permits with 3,000 building plan reviews and nearly 12,000 building inspections annually for residential, multi-family residential, commercial and industrial projects. Current plan review turn-around timeframes are two (2) weeks for minor projects and three (3) weeks for major projects from date of submittal (calendar days), with plan to improve response times by one week in each respective category. Village staff provides general front counter customer service answering customer inquiries,code questions, and general project submittals and building inspection requests.

Current plan reviews and building inspections are completed per the 2018 IBC, 2018 IRC, 2012 IFC, 2018 IMC, 2018 IPMC, NEC 2017, and the Illinois Plumbing Code Illinois Accessibility Code; all with local amendments. Building Inspectors currently assist Code Compliance Officers with code compliance cases related tohazardous, substandard and unpermitted building projects.

Periodically, the Village experiences increased project submittals and building inspection requests. An important goal of the department is to provide timely, efficient and effective service so the village has recognized a need for third-party assistance in plan review andbuilding inspection services during these times.

In addition, the Building Department may have a need for additional Plans Examiners, Building Inspectors, a Building Official or Permit Technicians to assist at the Village Hall due to special circumstances.

The Village is seeking proposals from professional firms interested in providing plan review and building inspections services on an as-needed basis, and providing onsite staffing at the Village Hall should the need arise.

SCOPE OF SERVICES

Plan Review

Contractor will perform multi-disciplinary plan review services including, but not limited to, the following:

a. Conduct initial plan review and all subsequent reviews for design integrity and code compliance with the adopted edition of the applicable Building Codes, Housing Laws, local amendments, ordinances and appendices as adopted by the Village within timeframes specified by the Village.
b. Review plans for all types of fire protection systems, fire and life safety, and compliance with state and local hazardous materials regulations.
c. Review structural calculations, soils reports, geotechnical, grading, onsite improvements, energy calculations/reports, disabled accessibility requirements, green building standards, Village adopted ordinances and policies, and other project related information provided by

the applicant or the Village.

d. Identify items needing clarification or correction to achieve compliance with applicable regulations, codes and standards, and provide a written report of theseitems, including referenced code sections. The reports completed shall be clear, concise and not contain a multitude of general notes that do not reflect conditionsspecific to the project.
e. Coordinate the resolution of identified deficiencies with the applicant and Village. Upon request by the Village, shall attend any required meetings connected with the plan review or field inspection of the projects.
f. The standard turnaround time for assigned plan reviews shall be ten (10) business days for initial review, and five (5) business days for re-checks. Expedited plan review for initial review and re-checks may be requested with a turnaround time of not more than (5) business days. Contractors shall pick up and deliver plans to the department unless alternate arrangements are approved by the Director of the Development Services or designee.
g. The Contractor shall utilize employees to perform the plan reviews who are certified as Plans Examiners through the International Code Council and who are provided with a reasonable degree of annual training. An Illinois Registered Engineer or Licensed Architect employed by the Contractor shall review the portion of plans that involve engineering design and calculations. Plans Examiners shall have a minimum of three (3) years of plan review experience with a municipality or a private Contractor.
h. Projects shall be assigned at the sole discretion of the Development Services Director or designee.The Village may use its own employees and/or other independent Contractors to perform plan reviews in addition to any such work assigned to a Contractor. The volume of plan review is dependent upon economic conditions that are outside the control of the Village. Consequently, there is no guarantee provided as to the minimum or maximum volume of work that may be assigned to the Contractor withinany given time period.
i. In the course of the plan review process, the Contractor shall avoid situations involving an actual or potential conflict of interest, shall act as an agent and a deputy of the Building Division Director, and shall act in the interests of the Village and the citizens of Orland Park. Contractors shall provide no services for any private client within the incorporated boundaries of the Village during the contract period.
j. Contractor shall have an appropriately trained staff member who shall review any assigned projects that have aspects related to disabled accessibility requirements.
k. The Development Services Director shall have the right of refusal of any staff member assigned bythe Contractor. All staff members must have a commitment to efficiency and high standards of customer service.
l. The Contractor shall have the ability to complete plan review digitally using Adobe PDF and shall have staff with previous experience completing reviews digitally. TheContractor shall have the ability to securely transfer digital files, without the use of email, to the Village.
m. It is highly desirable that Plans Examiners have experience reviewing storm water erosion control, drainage and best management practices for large andsmall grading projects.
n. It is highly desirable to have additional plan review engineering staff with Illinois Registration as a:
    - Illinois Civil Engineer
    - Illinois Structural Engineer
    - Illinois Licensed Land Surveyor
    - Illinois Electrical Engineer
    - Illinois Architect

- Illinois Mechanical Engineer

o. It is highly desirable to have additional plan review staff with the following professional certifications:
   - Fire Plans Examiner
   - Structural Plans Examiner
   - Residential Plans Examiner
   - Commercial Fire Sprinkler Plans Examiner
   - Residential Fire Sprinkler Plans Examiner
   - Commercial Fire Alarm Plans Examiner
   - LEED
   - Electrical Plans Examiner
   - Plumbing Plans Examiner
   - Mechanical Plans Examiner
   - Green Building Plans Examiner
   - Certified Building Official
   - Master Code Professional
   - Illinois Certified Plumbing Inspector

Building Inspections

Contractors shall provide experienced and trained staff to supplement the Village's existing staff on an on-call, as-needed basis. The Contractor's building inspection staff shall be certified by the International Code Council or other appropriate recognized organization and possess a minimum of three (3) years of building code enforcement experience with a municipality or a private municipal Contractor.

a. Contractor shall have a staff member with a minimum of three (3) years of disability/accessibility inspection experience. This staff member shall complete inspections for any assigned projects that have aspects related to Americans with Disability Act and/or the Illinois Accessibility Code. This staff member shall complete inspection services when requested by the Village.
b. The Development Services Director shall have the right of refusal of any staff member assigned by the Contractor. All building inspection staff members must have a commitment to efficiency and high standards of customer service.
c. The Contractor inspection staff shall provide inspection services and assure that the construction meets the approved project plans and is in compliance with the latest adopted codes, policies and procedures. The Contractor shall be available to provideinspection services upon 24 hours' notice. The Contractor shall be available during an emergency or natural disaster to assist the Village with inspection services.
d. It is highly desirable that Building Inspection staff has experience inspecting storm water erosion control measures, drainage and best management practices for largeand small grading projects.
e. It is highly desirable to have building inspection staff with the following professional certifications:
   - Commercial Building Inspector
   - Residential Building Inspector
   - Commercial/Residential Mechanical Inspector
   - Commercial/Residential Plumbing Inspector
   - Commercial/Residential Electrical Inspector
   - Fire Marshal

- Fire Inspector
- Energy Conservation Codes
- Green Building/LEED Inspector
- Permit Technician
- Illinois Accessibility Code
- Certified Building Official
- Master Code Professional
- Illinois Certified Plumbing Inspector

f. Field Inspections (Residential). Below is a list of specific inspections that will need to be conducted by the selected firm in a residential and multiple family dwelling as needed:
   - Footing pre-pour: after footing forms are set and ready to pour concrete
   - Foundation pre-pour: after foundation forms and reinforcement bars are set and ready to pourconcrete
   - Foundation backfill: foundation forms stripped, damp proofing applied, rigid insulation in place,and footing drain tile in place
   - Concrete slab per-pour: after reinforcing and any underground services are installed
   - Electrical service: after service box, service entrance conductors and ground rod are installed
   - Rough electric: after electrical conduit, boxes, and wiring is installed
   - Rough mechanical: after all ducts, vents and flues are installed
   - Rough plumbing: after all piping is installed and required tests are ready
   - Rough building framing: after rough electrical, mechanical, and plumbing and framing is complete
   - Insulation: after insulation and vapor barrier are in place
   - Pre-taping: after drywall is installed and before taping starts in rated assemblies
   - Final electric: all electrical installations and fixtures installed and system is fully grounded
   - Final mechanical: all mechanical installations and fixtures installed and units are zoned andbalanced
   - Final plumbing: after all plumbing installations and fixtures are installed
   - Final building inspection: When all building work and systems are complete

g. Field Inspections (Commercial and Industrial). Below is a list of specific inspections that will need to be conducted by the selected firm in a commercial or industrial application as needed:
   - Footing pre-pour: after footing forms are set and ready to pour concrete
   - Foundation pre-pour: after foundation forms and reinforcement bars are set and ready to pourconcrete
   - Foundation backfill: foundation forms stripped, damp proofing applied, rigid insulation in place,and footing drain tile in place
   - Concrete slab per-pour: after reinforcing and any underground services are installed
   - Electrical service: after service box, service entrance conductors and ground rod are installed
   - Rough electric: after electrical conduit, boxes, and wiring is installed
   - Rough mechanical: after all ducts, vents and flues are installed
   - Rough plumbing: after all piping is installed and required tests are ready

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

Building Official
Contractor shall have a Certified Building Official or Master Code Professional on staff that has a minimum of five (5) years of building department administration, budgeting and personnel experience working with a municipality or a private municipal contractor. The scope of services for this person shall be similar to the job description for a Building Division Manager employed with the Village.

Permit Technician
Contractor shall have a certified Permit Technician on staff that has a minimum of two (2) years of building department permit processing and basic administration experience working with a municipality or a private municipal contractor. The scope of services for this person shall be similar to the job description for a Permit Processing Technician employed with the Village.

Health Inspector
Contractor shall have a licensed Illinois Environmental Health Practitioner on staff that has a minimum of five (5) years of experience working with a municipality, county, or a private municipal contractor. The scope of services for this person shall be similar to the job description for Health Inspector employed with the Village.

MINIMUM LEVEL OF SERVICE PERFORMANCE

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

- Initial plan reviews shall be completed and comments returned to the Village within 10 working days of transmittal. Please acknowledge whether plans can be transmitted electronically for review, or it they must be hard copies.
- Follow up reviews shall be completed and comments returned to the Village within 5 working days of transmittal
- All inspections shall be performed within the 4-hour window of the time the inspection is requested. Morning inspections shall take place between 8 am and 12:00 pm. Afternoon inspections shall take place between 12:00 pm and 4:00 pm. The inspection schedule will be forwarded to consultant by 3:30 pm the day prior to inspections taking place.

- The Village requires that the selected firm will pick up plans to be reviewed at the Village Hall. Nopostal or shipping fees will be reimbursed. The 10-day review deadline starts on the day the consultant is notified of the plans being ready for pickup.
- The Village currently utilizes the Harris Innoprise CommDev computer program to complete and track both plan reviews and inspections, but is in the process of beginning a transition to MUNIS EnerGov. Plan reviews can be completed remotely via a VPN connection to the Village server, but inspections must be entered on site at Village Hall before the end of each day. The Village will provide training as required to utilize our MUNIS system, but familiarity with similar systemsis encouraged.
- Inspectors shall check in daily with the Development Services Staff, pick up a Village ID, and pull the necessary permit files prior to entering the field for any inspections. No inspections shall take place prior to an inspector checking in at Village Hall first.

MINIMUM QUALIFICATIONS AND CREDENTIALS

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

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

SPECIAL PROVISIONS

- Proposer shall assure that the designated staff, including sub-consultants (if any), are used

for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the Village.

- Inspectors shall carry cell phones and communicate directly with Village staff concerning code violations and re-inspections.
- The selected firm will provide all equipment such as vehicles, electrical testing equipment, flash lights, code books, cellular devices, personal protection equipment, and any other items required to complete each inspection or review.
- Inspectors shall utilize consultant company-owned or private vehicles and equipment with full insurance coverage. The Village will not provide vehicles to consultants.
- Inspectors shall carry Village identification cards, which will be picked up daily at Village Hall.
- Inspectors shall present a professional appearance at all times with tucked in collared shirts and belted pants with no holes or stress marks.
- Inspectors shall have the necessary personal protection equipment including, but not limited to hard hats, proper footwear, eye and ear protection, high visibility vests, etc.
- Electronic Inspection forms shall be filled out neatly and legibly by the inspector. The inspector's full name shall be written on the inspection form. If multiple inspections are completed in the same visit, a separate electronic inspection form will be fully filled out for each inspection. Multiple inspections on one inspection form will not be accepted.
- The bidder shall not include a non-compete clause or prohibition on hiring of staff, whether directly or indirectly assigned to provide services to the Village

TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

RFP Release – April 9, 2021
Deadline for Final Questions – April 19, 2021
Proposal Submission Deadline – April 23, 2021
Contract approval by Village Board – May 3, 2021

PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Additional information may be provided, but should be succinct and relevant to the goals of this RFP.

Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal.

Or

Proposers may choose to submit one (1) copy electronically through BidNet Direct.

Cover Letter with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.
- The Village will use email to notify your firm of critical developments such as, notification of selection/non-selection, etc.

Signature Requirements

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name bya partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of thefirm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature ofthe officer.
- Proposals which are submitted by an Individual doing business under a firm name("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

TAB A: Firm's Qualifications

Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement yourfirm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

TAB B: Services

a. Itemize the complete list of services to be provided.
b. Note instances where services exceed the scope or detail offered in thisproposal.
c. Note instances where services do not meet the scope offered in this proposal.
d. Describe how continual staff development and training is provided.
e. Address instances where possible cost efficiencies may be gained, quality maybe improved or Village may otherwise benefit from adopting your proposal overthe generally listed terms of this RFP.

TAB C: Experience and References

a. Provide examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. Provide at least three (3) references, preferably of Illinois Building Departments and/or Community Development Agencies for which you have provided the services requested in this RFP. Include the name, email, and telephone number of contact persons.

b. Please describe any current, pending or past litigation (within the last 5 years) that the organization has been, is, or is expected to be a party to.

TAB D: Qualifications of Team

a. Provide names, resumes, qualifications and certifications of key employees to be assigned to this work.
b. Provide a staffing plan for meeting the requirements.
c. Provide other relevant information that can aid Village in its selection process.
d. Provide an itemized list of all municipalities, agencies and businesses you are currently contracted with for building plan review, inspection and administrationservices.

TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.

TAB F: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Agreement (Attachment A).

TAB G: Cost Proposal

- Submit a cost proposal which includes the cost charged per plan review and the cost for building inspection services on a per inspection basis. Also include an option for expedited plan reviews, including fees and timelines.
- Residential plan reviews as set forth above shall be priced as a lump sum package price per home. Secondary reviews shall be included in the base lump sum price. Field inspections shall be based on a per inspection flat fee basis.
- Non-residential plan review fees should be based on a formula predicated on the cost of construction or the area of the building. Only the square footage (area) of construction shall be considered in pricing. The volume of a building shall not be factored into variable pricing. Secondary reviews shall be included in the base lump sum price. Non-residential inspections should be priced on a per inspection flat fee basis. See the attached current Village plan review and inspection fee schedules for reference.
- There may be situations where a home or business is only performing a small remodel, less than 100 square feet, that may require a minimal plan review. Include a separate price for these minor plan reviews, along with a timeline for review.
- Costs for mileage, reproduction, transmittal, and other miscellaneous costs are to be included in the base lump sum price. Once this lump sum is paid by the permit applicant, there will be no additional charges assessed, except for additional re-inspection fees.

EVALUATION CRITERIA

Upon review of the written proposals, the Village will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

Evaluation Criteria – Written Proposals	Maximum Points Possible
A. Experience and qualifications of firm	25
B. Experience and qualifications of proposed staff	30
C. Understanding of the project – Proposed Project Plan	25
D. Proposed Cost	20
Total Possible Points	**100**

GENERAL TERMS AND CONDITIONS

Assignment

The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Award

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

Compliance with Laws

The Proposer 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 Contract. Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Proposers and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality

As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Conflict of Interest

The Consultant shall warrant that no official or employee of the Village has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Village.

Contract

Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of proposal award. A sample standard contract is provided below, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurred Costs

The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Independent Contractor

At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Village of Orland Park. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Village of Orland Park, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Indemnification

The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, officials, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and 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, its trustees, officers, directors, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer 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.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue

any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Insurance

The successful Proposer shall produce and maintain for the term of the Contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements certification in *Section III* of this RFP. **Proposers must sign and submit with the proposal, the Insurance Requirements in *Section III* of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Length of Contract

This RFP will result in the award of one or more contracts. The term of the services contract herein granted shall be **five (5)** years commencing on the date of contract signing, with the option to renew for **five (5)** additional years.

Negotiations

The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all

responses, supplemental, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

Non-Appropriation

The Village may terminate any resulting contract at the end of any fiscal year without further liability other than payment of debt incurredduring such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Non-Complete Clause

The successful Proposer shall not include a non-compete clause or prohibition on hiring of staff, whether directly or indirectly assigned to provide services the to the Village.

Publicity Clause

Awarded firm(s) shall obtain prior written approval from the Village for use of information relating to the Village or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or otherinformational avenues.

SAMPLE

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND _____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this _____ day of _____, 20__, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and _____ (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with _____ (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties") , the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
   ☐ The Contractor's Proposal or Bid No. _____, and dated _____ 20___; and/or
   ☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

   A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
      ☐ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
      ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby
      made a part hereof; and
      ☐ subject to a not-to-exceed amount of $_____ ("Contract Price")

   B. Invoices: The Consultant agrees to and shall prepare and submit:
      ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
      ☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

   C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☐ Scope of Services as set forth in the Consultant's proposal dated _____, 20__ (Exhibit A)

☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than _____ (hereinafter the "Commencement Date"), and shall be completed no later than _____ (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to

the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:	**To the Contractor:**
Name: _____	Name: _____
Village of Orland Park	Company: _____
14700 South Ravinia Avenue	Address: _____
Orland Park, Illinois 60462	City, State, Zip: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
e-mail: _____	e-mail: _____

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done

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in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial

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equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim

is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

SAMPLE

N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:
   A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
   B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
   C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
   D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
   C. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
   D. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:
   A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
   B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
   A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the

nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

D. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

E. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

F. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

G. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission,

percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of

Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

20. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

21. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

22. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

23. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

25. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

26. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the

SAMPLE

original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

28. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

29. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

30. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: _____

By: _____

Name: _____

Its _____ and Authorized Agent

VILLAGE OF ORLAND PARK

By: _____

Name: _____, Title: _____

ATTEST: _____

EXHIBIT A [ATTACH] Scope of Work as set forth in Consultant's Proposal dated _____ and/or in Village Proposal Number _____ dated _____

EXHIBIT B [ATTACH IF REQUIRED] Schedule of Fees

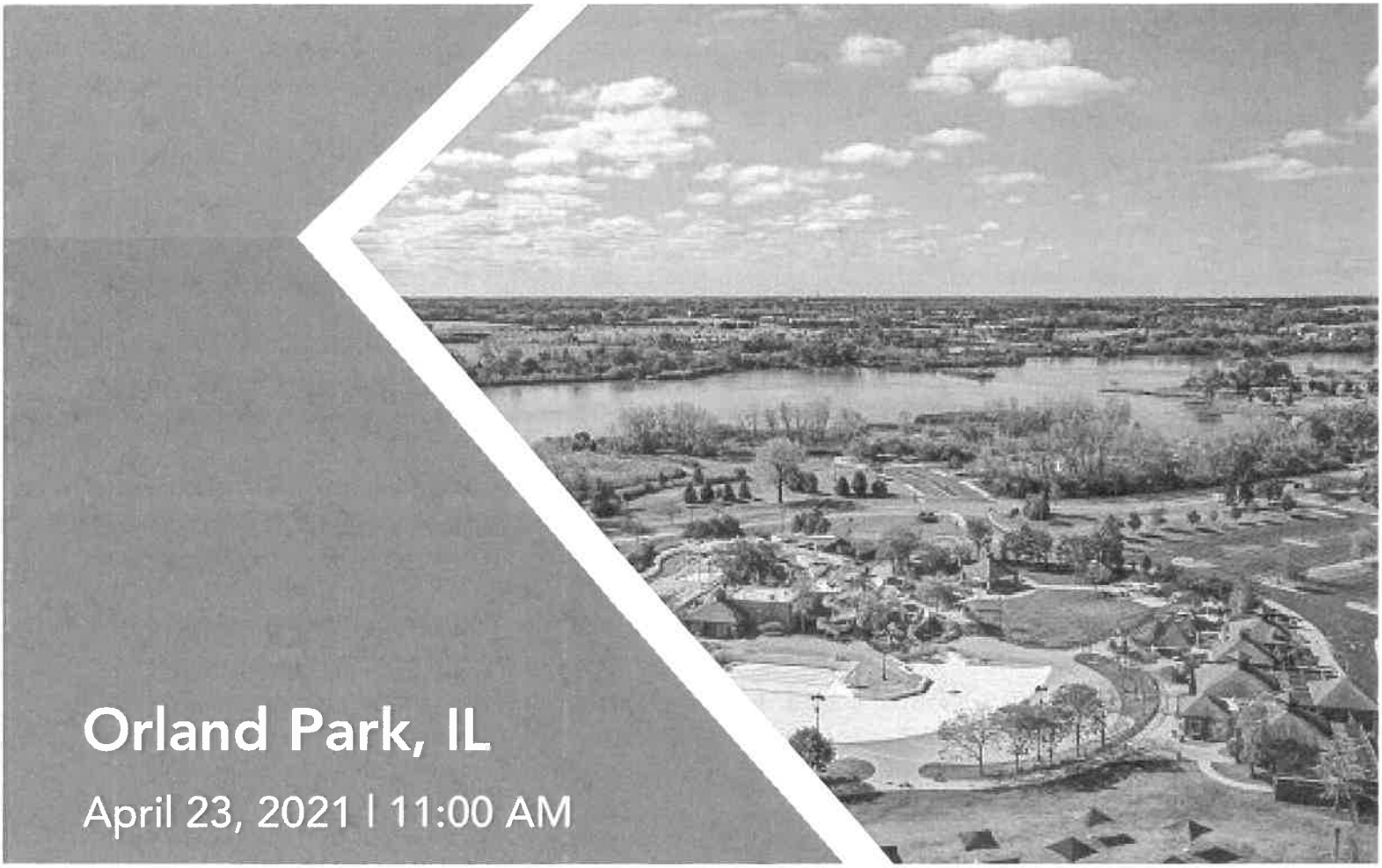
SAMPLE

ORLAND PARK

Request for Proposal

Professional Plan Review, Inspection and Support Services on an As-Needed Basis

ELECTRONIC



Orland Park, IL

April 23, 2021 | 11:00 AM

Steve Nero

Senior Director of Business Development
312.339.0436
snero@safebuilt.com

Keith Rooney

Regional Operations Officer
224.477.6954
krooney@safebuilt.com

SAFEbuilt®

SAFEbuilt Illinois, LLC

April 23, 2021

SAFEbuilt®

Village of Orland Park
14700 S. Ravinia Ave., 2nd Floor
Orland Park, IL 60462
Attn.: Procurement Dept.

Dear Selection Committee,

SAFEbuilt Illinois, LLC (SAFEbuilt) is pleased to present our proposal in response to the Village of Orland Park (the Village) Request for Proposals for "Professional Plan Review, Inspection and Support Services on an As-Needed Basis". Accurate and timely building department services are critical to helping support the Village's development. SAFEbuilt provides efficient and effective solutions. Our proven methods deliver high customer satisfaction at a reasonable cost.

Since 1992, SAFEbuilt began providing exceptional Community Development services to local governments. We are currently the national leader performing value-added professional, technical, and consulting services in 30 states for the efficient delivery of third-party solutions.

We strongly believe that to provide the Village with quality services, it is essential to choose a partner with demonstrated abilities. SAFEbuilt is a local partner with the capacity to customize services to meet your needs. Your service will derive from our local office in Grayslake, IL. Currently, SAFEbuilt has more than **50 full-time employees** and have partnered with **59 communities in the State of Illinois**. We also have over 100 full-time employees in surrounding states to assist with time-sensitive or short-notice requests should the Village's needs ever increase or for peak-season.

Our previous body of work showcases our technical expertise to perform these services in a timely, well-qualified and resourceful manner. We have attached examples of our work, each similar to the size, scope and complexity of this contract. We will implement your program seamlessly, delivering the solutions your community needs in a manner that elected officials, Village staff, stakeholders and citizens desire and most importantly, deserve. We recognize that different communities have different needs and objectives. Our efforts will address these specific goals and challenges to help you sustain a thriving community.

We are excited for the opportunity to partner with the Village. Thank you for taking the time to assess our proposal. If you have any question, please feel free to contact Steve Nero, our Senior Director for Business Development at 312.339.0436 or alternatively at snero@safebuilt.com who will be your main point of contact for this project.

Best Regards,

Tom Wilkas
Chief Financial Officer
SAFEbuilt Illinois, LLC

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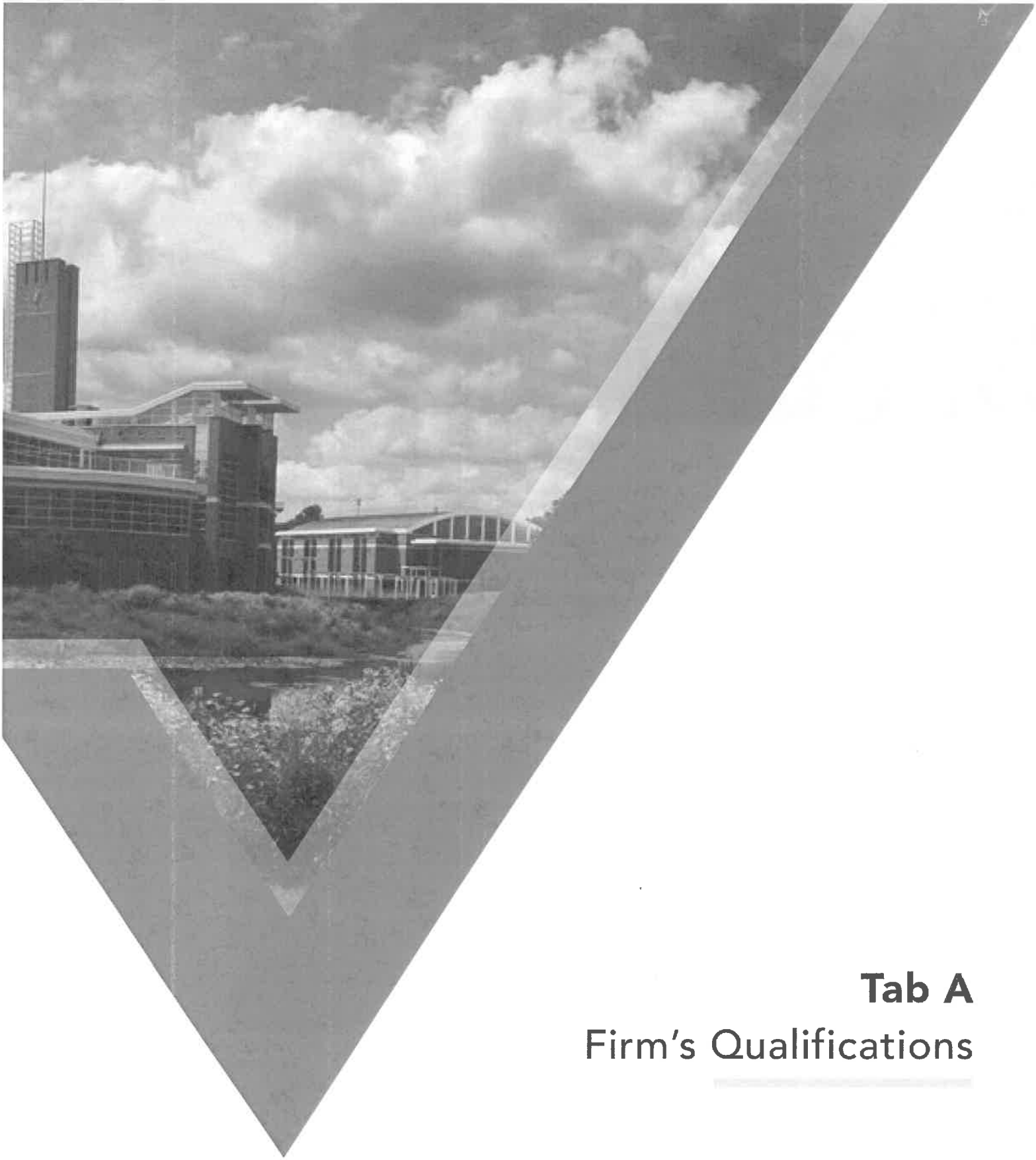


Tab A

Firm's Qualifications

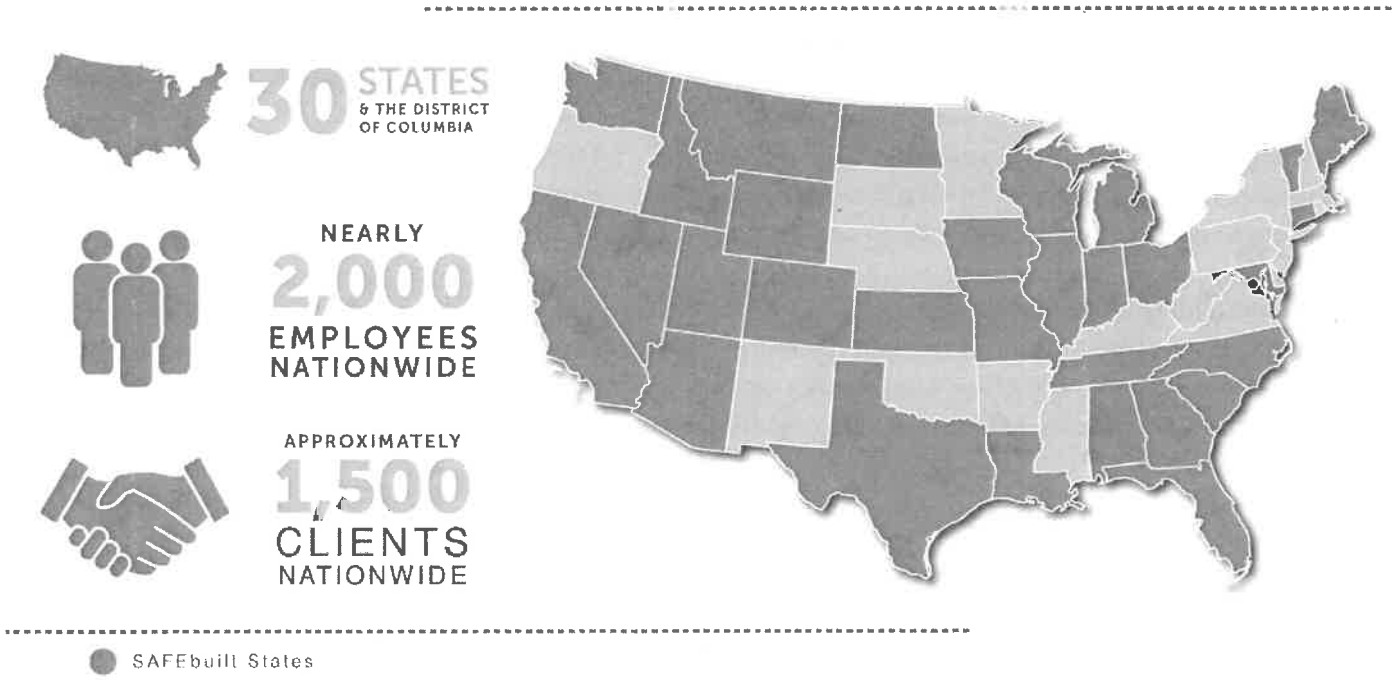
SAFEbuilt.

Tab A — Firm's Qualifications

SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional Building Department Services to local governments. Today, we are one of the leading providers of Community Development Services in the country, partnering with nearly 1,500 communities including over 50 neighboring municipalities for the efficient delivery of privatized solutions.

Our areas of service have expanded over the past 29 years to include:

- Arborist and Landscape Design
- Automation Software
- Building, Mechanical, Electrical and Plumbing Inspections
- Certified Building Official Services
- Code Enforcement
- Electronic Plan Review
- Fire Inspections and Plan Review
- Full Service and Supplemental Building Department Operations
- Housing Authority Inspections
- Permit Technician Services
- Planning and Zoning Services
- Property Maintenance Inspections
- Rental Housing Inspections
- Residential, Commercial and Industrial Plan Review
- Roof Inspections



We are the first choice of municipalities nationwide to provide customized solutions that serve their communities. Our approach to each contract is treated as a partnership that fosters open communication between SAFEbuilt and the municipalities that we serve. Our Team is 100% committed to maintaining regular contact with the Village staff via phone, virtually, or in-person to address questions that may arise during the Inspection and Plan Review Services.

The SAFEbuilt Advantage

Our solid reputation as an industry leader demonstrates our knowledge, flexibility and cost efficiencies, giving us the reliability your company needs in a team. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested and specific to your needs, providing the following fundamental elements:

- **Focus on Cost-Saving Approaches and Methods** - Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services and keep our clients' budgets on track.
- **Tailored, Responsive Services** - Our team is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service.
- **Swift Turnarounds and Expedited Services** - With extensive experience in community development and improvement services, our staff excels at providing prompt turnarounds. We match or beat required turnaround deadlines.
- **Effective Coordination with other Agencies and Departments** - Collaboration and cooperation with other departments and agencies are key elements of how we approach our projects. Effective communication solutions are made available to the needs of each community we serve.
- **A Wealth of Code Knowledge and Building Industry Experience** - We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations.
- **Leading-Edge Technology with Cost-Saving Solutions** - SAFEbuilt's permitting software, CommunityCore Solutions, delivers a suite of digital options for jurisdictions – prompt digital plan reviews, including electronic versions of plan comments, and easy-to-use online web application/portal for submittal, tracking and approval of digital plans. Our team is fully versed in using MUNIS and other major applications and can easily transition.
- **Environmentally Friendly Practices** – Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint, and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system encourages the bypass of paper use, and all possible documents at SAFEbuilt are printed double-sided on recycled, post-consumer content paper.

Our Core Values

Our team brings virtually all skills and experiences needed to meet our clients' development management needs. As your partner, we dedicate ourselves to help your community maintain safety and livability. We commit to remaining dedicated to a client-centered philosophy that is based on our core values, as seen below.

SERVICE
We always provide unequaled service levels to our customers, external and internal.

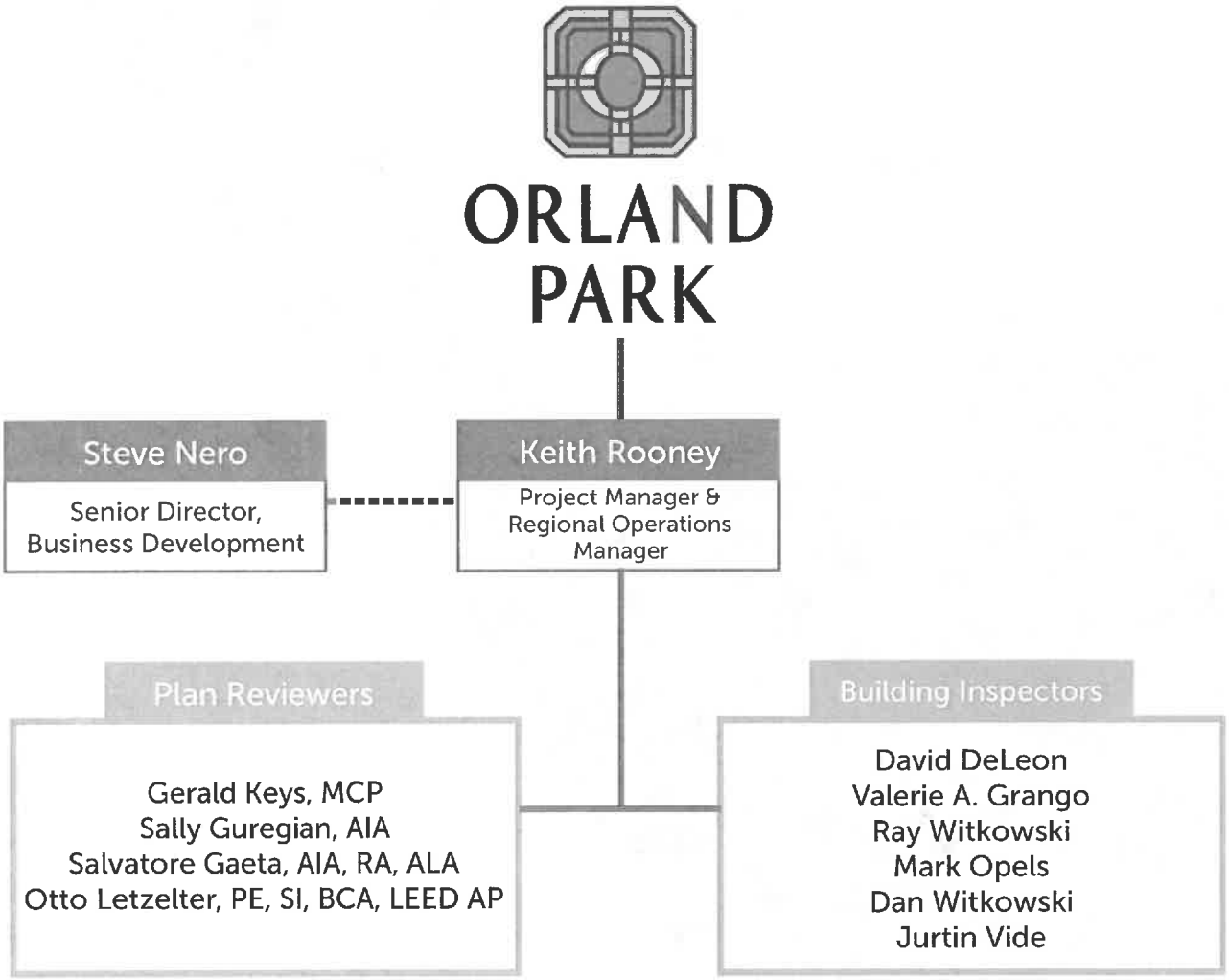
IMPROVEMENT
We strive to continuously improve and understand how we can do better tomorrow.

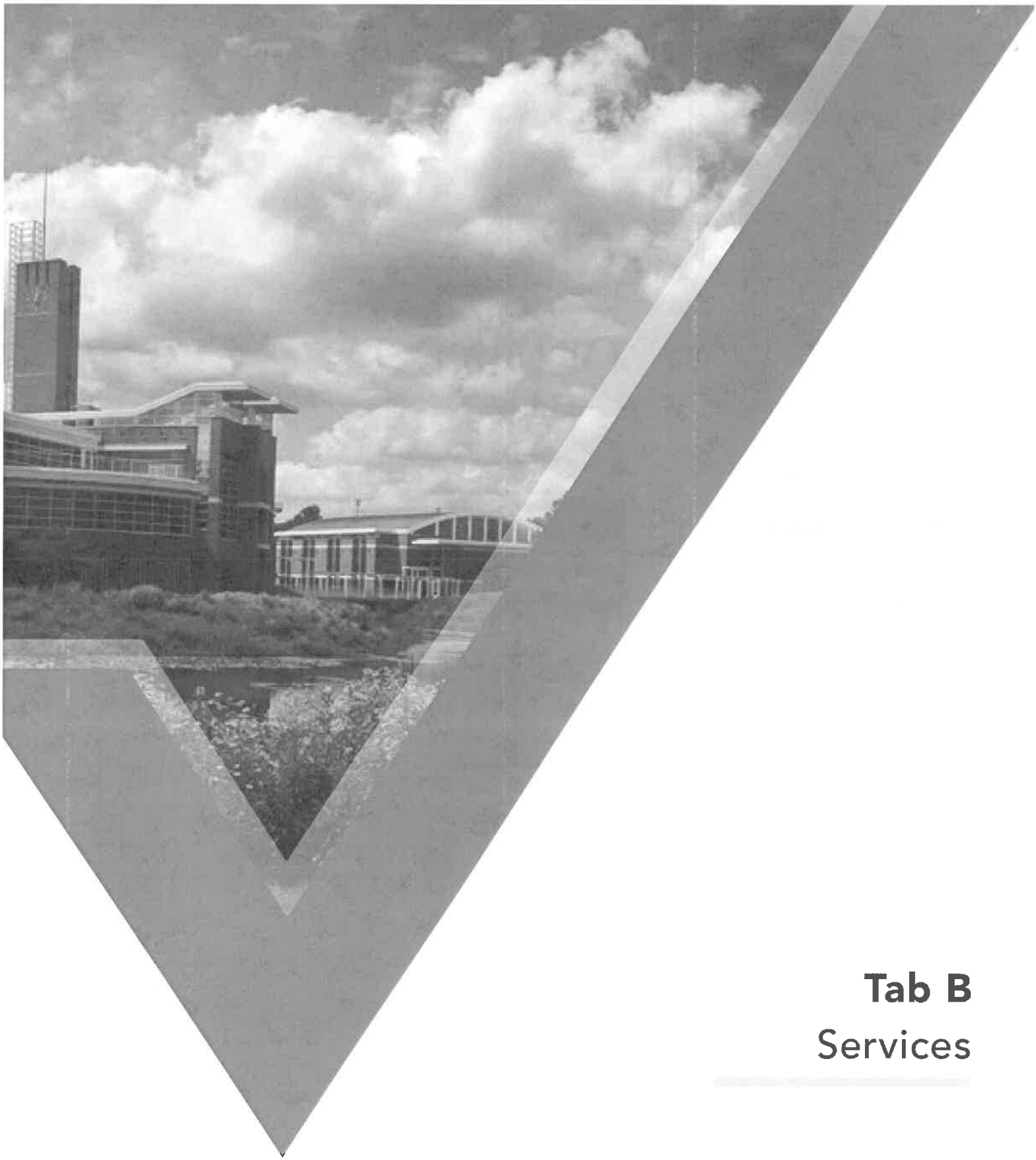
RESPECT
We are respectful in the way we interact with everyone.

INTEGRITY
We choose to do the right thing every time.

TEAMWORK
We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.

Organizational Chart





Tab B

Services

SAFEbuilt.

Tab B — Services

SAFEbuilt will be able to provide services for the following disciplines:

We have developed a national network of talented professionals who are certified and licensed to attend all the requirements of your Rental Unit Inspections program and beyond. Our staff consists of a team of tried-and-true industry professionals who provide your community with consistent and responsive customer service every day.

Our experienced teams are leaders not only in our partner communities' efforts to promote safe, prosperous and inclusive neighborhoods but they are also recognized as thought leaders throughout the industry, including Building Department Management, Code Enforcement & Development, Planning & Zoning, Software Automation and Training.

Our proposed staff are qualified and familiar with IPMC (International Property Management Code) and local ordinances.

SAFEbuilt invest heavily in the training, certification and licensure of our personnel. Our leadership has put a program in place whereby employees have access to comprehensive training, continuing education and coaching. We do that by supporting our staff with paid training. Each SAFEbuilt inspector has gone through the applicable ICC training and certification. All our inspectors attend the CICC Educational Institute annually in March.

SAFEbuilt Academy

Our commitment to our employees wellbeing, continuing education and competitive compensation enables us to keep our staff retention levels at optimum levels.

Educational Approach To High Customer Service

We understand that building department processes and procedures can be confusing, as well as frustrating to property owners, developers, contractors, and others—no matter if it is their first or 100th time building in your community. For this reason, our staff takes a proactive and personalized approach in our service delivery, whereby we educate each client that engages with your building department. Meaning each client receives a step-by-step explanation of the process, transparent communication, identification of timelines and costs, checklists of requirements needed for approvals, and advice and consultation to streamline approvals.

GUARANTEED RESULTS

- Close projects on time/ahead of schedule
- Increase customer satisfaction
- Realize operations revenues faster

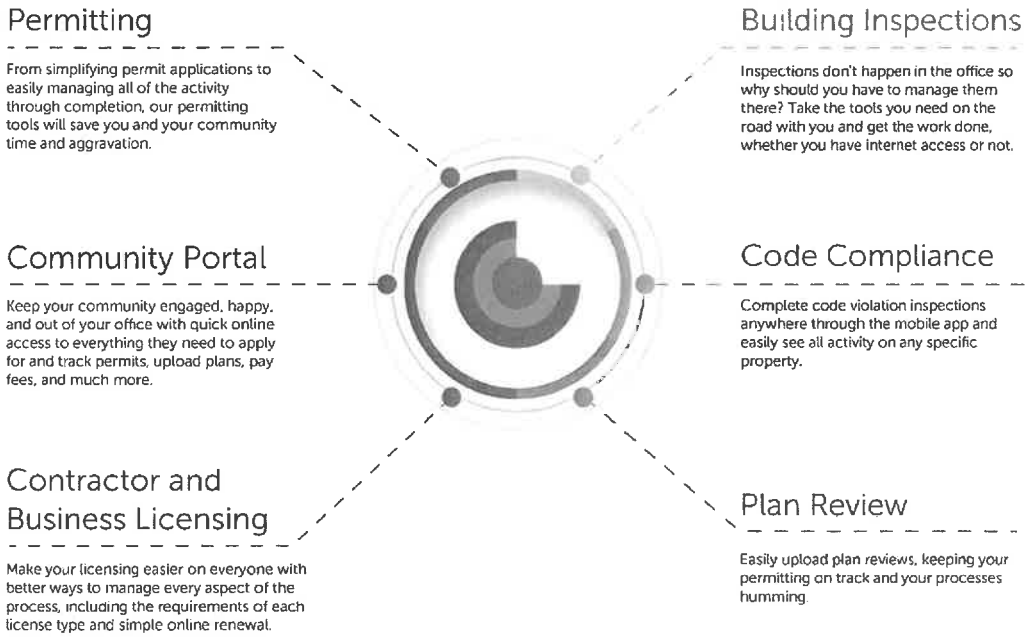
Technology

SAFEbuilt uses technology to improve customer service, increase efficiency, provide consistency, and offer a better user experience. Our teams are also familiar with and use review tools such as e-PlanSoft, Adobe, PlanGrid and others.

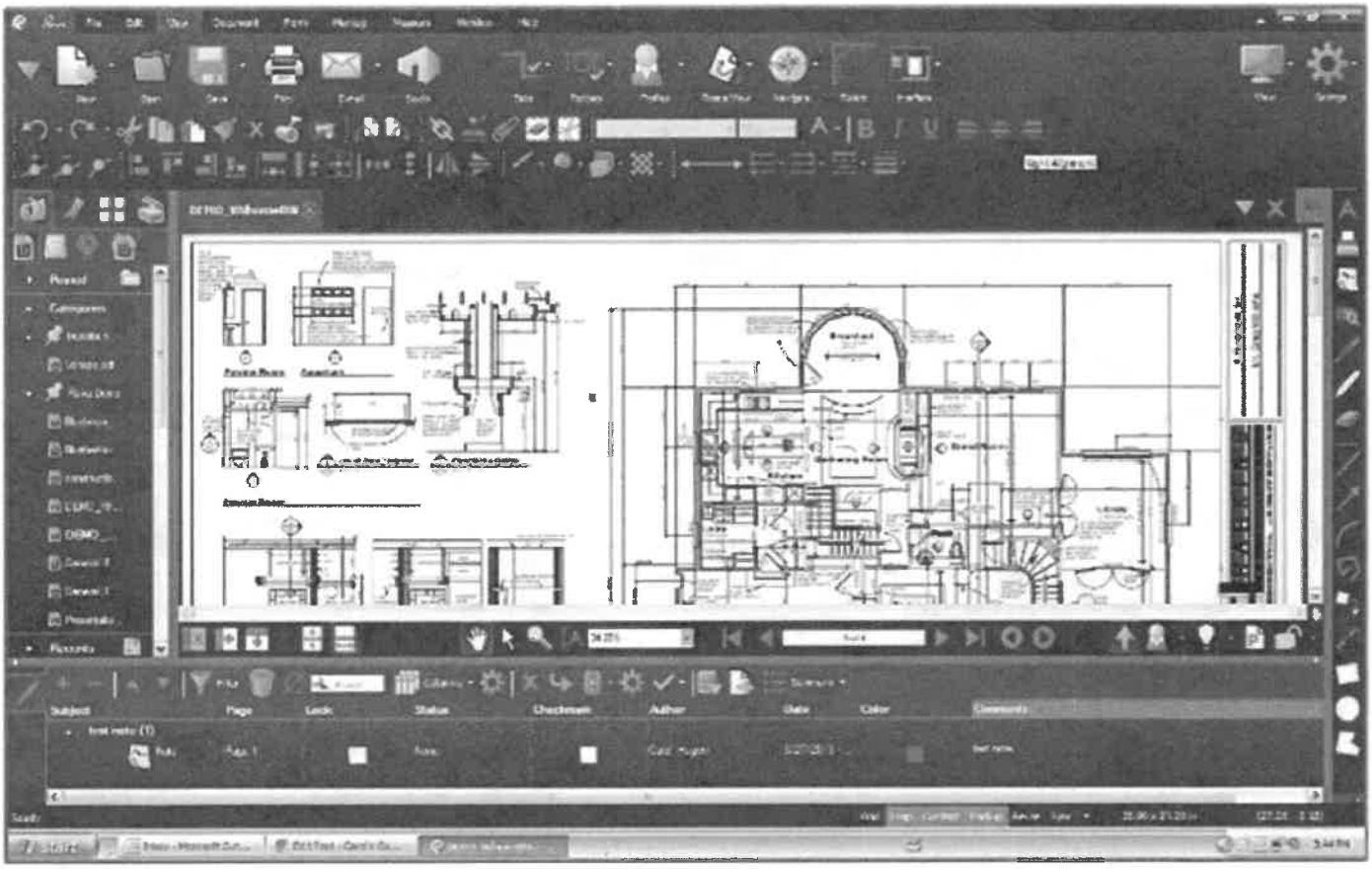
All our inspectors are fully proficient in using Smartgov and have used in many municipalities throughout the United States. Nevertheless, we can also offer to the Village of Orland Park, our own SAFEbuilt's proprietary online community development software tool, which manages permitting, plan reviews and approvals, and inspection services. The system, which integrates with other government software systems, is designed to streamline and automate inspection processes, ensure compliance, manage workflows, generate activity reporting and provide transparency to the Village staff.

We offer CommunityCore software as an option to the Village, as stated before, we are fully trained and prepared to use your existing system.

Our CommunityCore software transforms the way your Village conducts rental inspections. Applicants can submit electronically and track the progress of each step, in real time, from applicant submittal through certificate of compliance. This offers the Village and its residents clear insight as well as detailed information on the status of each permit creating a sense of engagement and partnership between the local authority and its community.



Our team also uses Bluebeam Revu to review plans electronically, and all our Plan Reviewers are proficient with its use. Bluebeam Revu is used by 94% of top U.S. contractors, which helps us partner with the Village of Orland Park and still 'speak the same language' as the design firm. We can initiate a "Studio" session from anywhere in the world to join us and the Village to see what we are seeing and have a live discussion about the submitted plans.



Ensuring Continuity Of Service

SAFEbuilt repurposed one of our proven options to respond to the service obstacles created by the COVID-19 global pandemic. At SAFEbuilt, we will always do our utmost best to ensure that nothing stop us from providing the Village of Orland Park with exceptional service.

A Proactive Approach to Work During COVID-19

As the world continues to combat the coronavirus (COVID-19) outbreak, the way we do business is changing and adapting. In response, SAFEbuilt leadership continues to work hard to keep our employees, customers, and the communities we serve safe while ensuring business continuity. To slow the spread and impact of COVID-19, SAFEbuilt implemented several safety protocols for personal interface, and we have identified many alternative approaches to deliver services remotely.

SAFEbuilt customers can take advantage of our remote capabilities during this unprecedented time to help minimize service disruptions as we possibly enter the second wave of this pandemic.

SAFEbuilt.

SAFEbuilt is committed to:

- Ongoing planning, re-examination, and re-evaluation of our processes to maintain alignment with the latest CDC guidelines
- Maximizing digital collaboration tools
- Staying engaged and connected with our customers virtually
- Keeping up-to-date with the latest changes in local and national policies and protocols

— ENHANCED SAFETY PROTOCOLS —

- Pre-screening customers during scheduling
- Limiting the number of people on-site during an inspection
- Encouraging the use of video calls
- Purchasing additional PPE for employee use

— INCREASED HEALTH MEASURES —

- Maintaining proper social distancing
- Wearing facemasks to prevent communal spread
- Cleaning and disinfecting high-touch surfaces, as recommended by the CDC
- Frequent handwashing and sanitizing

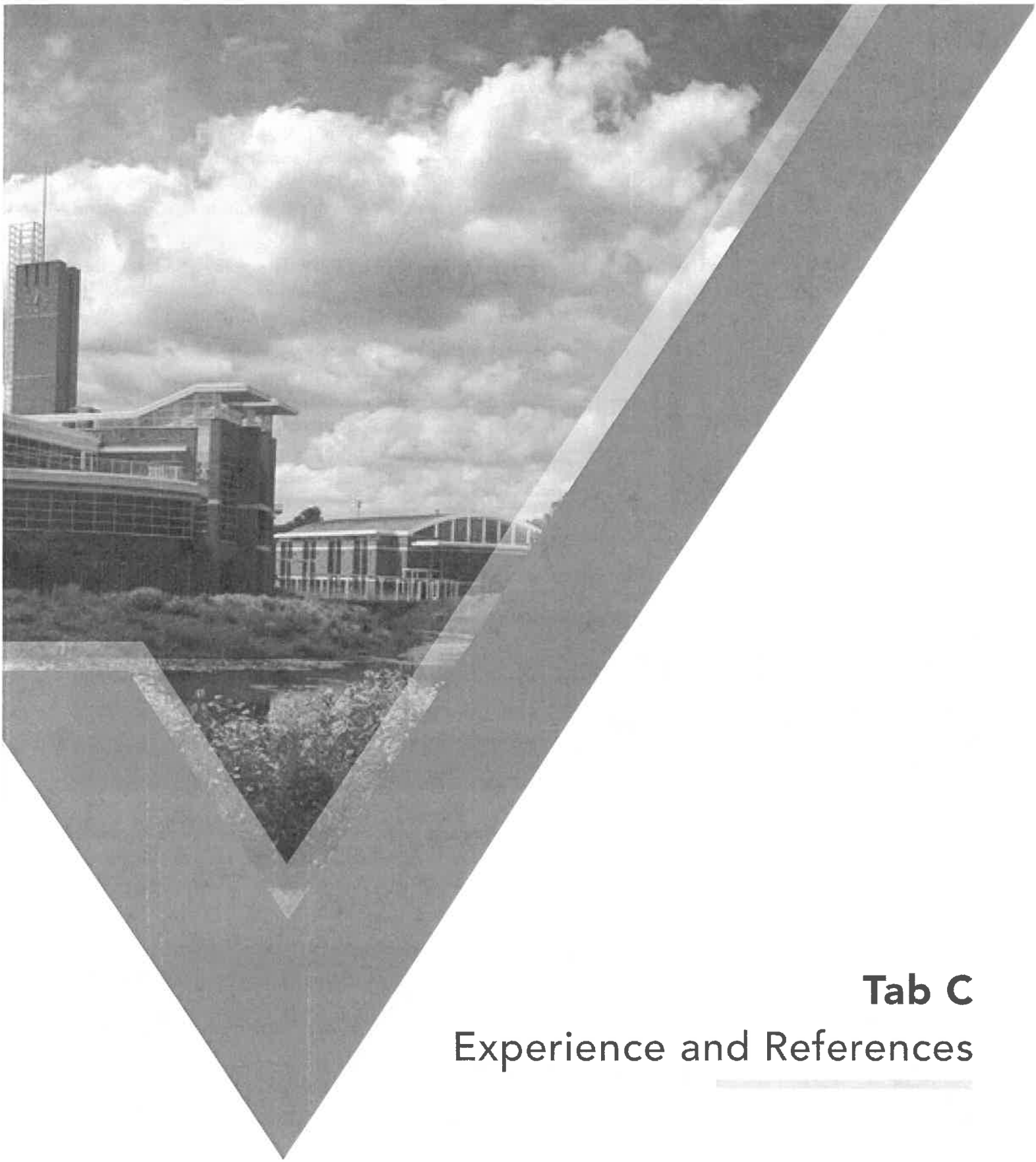
— ENCOURAGE REMOTE INSPECTIONS —

- Uses video technology to transmit live video feed of inspection area
- During virtual inspection the inspector directs the customer to walk through the inspection process to verify code compliance
- Video footage and photos are retained with the inspection documentation
- SAFEbuilt has conducted more than 200 remote inspections through the country

— RECOMMEND REMOTE PLAN REVIEWS —

- Customers can conveniently submit their plans and monitor status remotely
- Customer can access the portal anytime and anywhere without office hour restrictions or personal interface
- Offers faster turnaround time through national access to qualified plan review staff

SAFEbuilt will not allow a global pandemic to disrupt the continuity of operations for our customers. To ensure that we can continue to provide services to the Village during these uncertain times, SAFEbuilt offers a remote plan review as an alternative to in-person services.

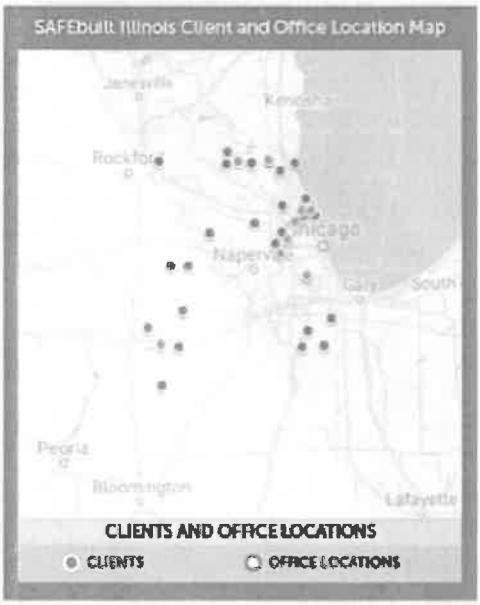


Tab C

Experience and References

SAFEbuilt.

Tab C — Experience and References



Throughout the State of Illinois, we serve many communities like yours, providing services ranging from residential and commercial plan review to building inspections and Building Official duties. We look forward to working together with the Village to improve customer services and operational efficiencies.

Currently SAFEbuilt has **more than 50 full-time employees in the State of Illinois and over 100 full-time employees** in surrounding States to assist with time-sensitive or short-notice requests.

Due to our far reach across many states, we can utilize staff when and where needed, adjusting our service levels based on need. Hiring and retaining qualified staff is the foundation for any successful technical and customer-centric operation. Through our work with similar communities in Washington and our valued staff longevity, you can be assured our team will provide the necessary resources, expertise, and customer-focused attitude throughout the contract.

Our staff will be available by phone and email, and we commit to being available for required in-person meetings the County deems necessary.

Please find herewith our references as well as a list of all our active clients.

Description

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

Description

DuPage County, one of the collar counties of the Chicago metropolitan area, is Illinois' second most populated county. SAFEbuilt provides Residential, Commercial and Industrial Plan Review and as-needed Inspection Services for the County.

VILLAGE OF BARRINGTON

Plan Review Services | Building Inspection Services

Current On-Going

Marie Hanson, Director of Development Services

200 S. Hough Street, Barrington, IL 60010

847.304.3460 | mhansen@barrington-il.gov

Description

We provide both Plan Review and Inspection services for the Village of Barrington assisting with all the Village's needs and requirements to maintain a healthy range of Building services.

VILLAGE OF WINNETKA

Full Building Services

Current On-Going

Brian Norkus, Assistant Director

510 Green Bay Road, Winnetka, IL 60093

847.716.3522 | bnorkus@winnetka.org

Description

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

CITY OF EVANSTON

Plan Review Services | Building Inspection Services

Current On-Going

Gary Gerdes, Building & Inspection Services Division Manager

2100 Ridge Avenue, Evanston, IL 60201

847.448.8030 | ggerdes@cityofevanston.org

Description

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

Description

For the Village of Hanover Park, we provide plan review for a wide variety of projects, a project coordinator and supplemental inspections.

Description

The village engaged our services to perform Professional Plan Review and Inspection Services.

Description

For the City of Wood Dale, SAFEbuilt provides plan reviewer services; building, electrical, plumbing and mechanical inspectors; permit technician services and code enforcement services. Our staff perform inspections to determine the construction complies with the approved plans. Plan review services are provided both electronically and in the traditional paper format.

Technical Requirement – Litigation

Please find herewith list of any lawsuit and litigation as required in the Village of Orland Park Request for Proposal. We have no current nor pending lawsuits or litigation issues in the State of Illinois.

OPEN CASES		
Case Name	**Date**	**Status**
Georgia		
Jeffrey and Ashley Leeper Residence	6/8/2016	Open
Florida		
Abrahami v. MTCI	2/27/2019	Open
Deza v. Lanzo		Open
Rodriguez v. Archer (CGA) & Montoya v. Archer	6/5/2019	Open
A&A Housing	12/19/2020	Open
Vernon Neeley	3/30/2010	Open
Longo v. Pompano Beach	6/20/2020	Open
Montclair v. CGA	1/16/2020	Open
Hope v. Brickell	7/20/2020	Open
Keisha Loughton-Young - No Complaint		Open
Sage Beach Condo Asss'n v. CGA	10/20/2020	Open
Thomas v. Pembroke Pines, CGA, et al.	10/20/2020	Open
Michigan		
Michigan Home Buildders v. Troy	n/a	Open
Ohio		
Cincinnati Ins. V. MBIS		
CLOSED CASES		
Independent Inspections LTD-1		
Miller, et al. v. City of Monona, et al. - Claim No. 230115	11/12/2015	Closed
Colorado		
Legislative Change - State Electrical License	4/1/2017	Closed
Sharp Matter - Mead CO	7/30/2018	Closed
Denver. Errors in performing structural engineering review of project plans. No complaint.	5/21/2018	Closed
Hendrickson matter	7/16/2018	Closed
214 5th St, Dacono, CO	n/a	Closed
Ohio		
Edwards Financial Group, LLC	10/27/2016	Closed
Lewis matter (letter from attorney received, no complaint served)	1/17/2018	Closed
Fleming matter (demand letter)	7/30/2018	Closed
Kane matter (letter advising of loss received, no complaint served	3/7/2018	Closed
California - EsGil		
Scott vs. Pollie A Gautsch and Darrl Matsui	5/16/2017	Closed
Florida - MT Causley		

Merrick View Office Condo Assoc. v. Interstate Signcrafters		
Pam Olsen	9/29/2017	Closed
MTCI Guzman vs. Whole Foods	5/9/2017	Closed
North King Apartments v. CGA	4/17/2018	Closed
Fleming matter (demand letter)	7/30/2018	Closed
Senzig v. SAFEbuilt	6/13/2018	Closed
Fernandez v. MTCI	1/24/2019	Closed
California - EsGil - Continued		
Manson v. Associates of West Florida, CGA	10/15/2018	Closed
McNeice v. Yankeetown		Closed
Tuscany Property Owners v. CGA	2/27/2019	Closed
Gonzalez v. MT Causley	1/29/2018	Closed
Peljovich v. Tower Hill Insurance/Tower Hill v. CGA	10/16/2018	Closed
City of Anna Maria	2/28/2019	Closed
Starbrite v. Berg		Closed
Michigan		
26552 Barrington, Madison Heights	6/26/2018	Closed
South Carolina		
Six Fifty Six Owners Association v. Winsor South LLC	6/27/2017	Closed
Ohio		
Mesko	1/23/2019	
Wisconsin		
O'Connell v. Hoelzel	8/31/2017	Closed

REFERENCES

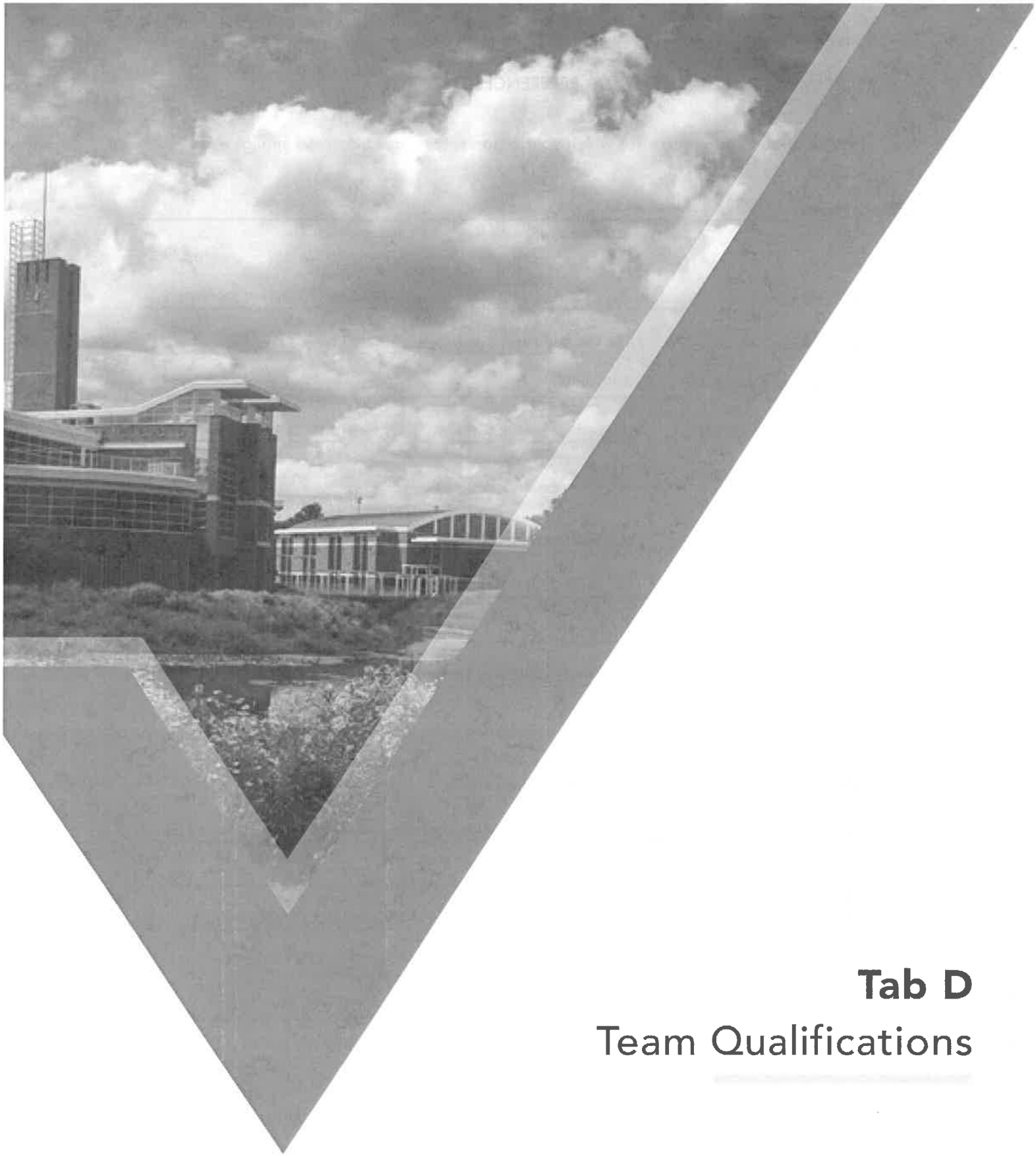
Provide three (3) references for which your organization has performed similar work.

Bidder's Name: SAFEbuilt Illinois, LLC
(Enter Name of Business Organization)

1. ORGANIZATION Du Page County - Plan Review and Building Inspection Services
   ADDRESS 421 N. County Farm Road, Wheaton, IL 60187
   PHONE NUMBER 630.407.6700
   CONTACT PERSON Jim Stran - Building and Zoning Department Manager
   YEAR OF PROJECT On-Going

2. ORGANIZATION Village of Summit, IL
   ADDRESS 7321 West 29th Street, Summit, IL 60501
   PHONE NUMBER 708.563.4809
   CONTACT PERSON Bill Mundy - Building Director
   YEAR OF PROJECT On-Going

3. ORGANIZATION Village of Downers Grove
   ADDRESS 801 Burlington Avenue, Downers Grove, IL 60515
   PHONE NUMBER 630.434.6893
   CONTACT PERSON Stanley Popovich - Director of Community Development
   YEAR OF PROJECT On-Going



Tab D

Team Qualifications

SAFEbuilt.

Tab D — Team Qualifications

We have selected a team for the Village of Orland Park tailored to your needs. Our employees hold licensures and certifications in many industry disciplines. Additionally, they are members of industry organizations and sought-after speakers and serve on committees to help define industry best practices.

Our team has decades of experience and consists of industry professional who provide communities with consistent, accurate and responsive customer service on a daily basis. We approach our work with pride and professionalism, getting the job done the right way, day in and day out.

SAFEbuilt has more than 250 ICC / State Certified Plan Examiners with licenses and certification in the following areas:

- Master Code Professional
- Residential Plan RevAiew
- Commercial Plan Review
- Mechanical Plan Review
- Plumbing Plan Review
- Electrical Plan Review
- Energy Plan Review
- Accessibility Plan Review
- Green Building Plan Review
- Civil Engineer
- Structural Engineer

	Total Years of Industry Experience	Plan Review Experience (in Yrs.)	Building Inspection Experience (in Yrs.)	Bldg. Dept. Supervision Experience (in Yrs.)	Illinois Licensed Architect (LA)	Professional Engineer (PE)	ICC Certified Building Plan Examiner	ICC Certified Residential Building Inspector	ICC Certified Mechanical Inspector	ICC Certified Electrical Inspector	ICC Certified Comm. Building Inspector	ICC Certified Comm. Mechanical Inspector	ICC Certified Comm. Electrical Inspector	State of Illinois Licensed Plumber
Project Lead														
Keith Rooney, MCP	18+	2+	3+	15+			✔	✔	✔	✔	✔	✔	✔	
Plan Reviewers														
Gerald Keys, MCP	15+	6+	15+				✔	✔	✔	✔	✔	✔	✔	
Sally Guregian, AIA	41+	32+			✔									
Salvatore Gaeta, AIA, R.A., ALA	33+	33+			✔		✔							
Otto Letzelter, PE, SI, BCA, LEED AP	30+	10+	10+	10+		✔	✔	✔	✔		✔		✔	
Inspectors														
David DeLeon	12+		12+					✔	✔	✔				
Valerie A. Grango	9		3+											
Ray Witkowski	18+		18+											✔
Mark Opels	28+		20+					✔	✔	✔	✔	✔		
Dan Witkowski	24+		24+											✔
Jurtin Vide	5+		5+					✔	✔	✔	✔	✔		

SAFEbuilt Plan Review Contracts	
Jurisdiction	**Services Provided**
City of Middleton, ID	Building Inspection Services; Plan Review
City of Mountain Home, ID	Plan Review
Village of Arlington Heights, IL	Building Department Management
Village of Barrington, IL	Building Inspection Services; Plan Review
Village of Beecher, IL	Building Inspection Services; Plan Review
Village of Bradley, IL	Building Inspection Services
Village of Bull Valley, IL	Building Inspection Services; Code Enforcement; Plan Review
Town of Cicero, IL	Building Inspection Services; Plan Review
City of Country Club Hills, IL	Plan Review
Village of Downers Grove, IL	Plan Review
County of DuPage, IL	Building Inspection Services; Plan Review
Village of Elwood, IL	Planning & Zoning
Village of Golf, IL	Building Inspection Services; Plan Review
Village of Grayslake, IL	Building Department Management
Village of Hampshire, IL	Building Inspection Services; Planning & Zoning; Plan Review; Software
Village of Itasca, IL	Building Inspection Services; Code Enforcement; Plan Review
County of LaSalle, IL	Building Department Management; Building Inspection Services; Plan Review
Village of Libertyville, IL	Building Inspection Services
City of Marseilles, IL	Building Inspection Services; Plan Review
Village of Monee, IL	Building Inspection Services; Code Enforcement; Plan Review
Village of Palatine, IL	Building Inspection Services
City of Pekin, IL	Building Department Management; Code Enforcement; Plan Review
Village of Peotone, IL	Building Department Management
City of Prospect Heights, IL	Building Inspection Services; Plan Review
Village of Sauk, IL	Building Inspection Services; Plan Review
Village of Timberlane, IL	Building Inspection Services; Plan Review
Village of Volo, IL	Building Department Management
Village of Wadsworth, IL	Plan Review
Village of Westmont, IL	Plan Review
Village of Wonder Lake, IL	Building Inspection Services; Plan Review
City of Hammond, IN	Plan Review
Indianapolis Housing Agency, IN	Building Inspection Services
City of Indianapolis, IN	Plan Review
City of Topeka, KS	Plan Review
Buzick Construction, Inc., KY	Building Inspection Services; Plan Review
County of Prince George's, MD	Plan Review
Village of Athens, MI, Calhoun County	Building Inspection Services; Plan Review
City of Bloomfield Hills, MI	Building Inspection Services; Plan Review

SAFEbuilt Plan Review Contracts (continued)

Jurisdiction	Services Provided
Village of Burr Oak, MI, St Joseph County	Building Department Management; Building Inspection Services; Plan Review
Township of Chikaming, MI, Berrien County	Building Inspection Services; Planning & Zoning; Plan Review
Township of Clarendon, MI	Building Department Management; Building Inspection Srvcs; Code Enforcement; Plan Review
Village of Climax, MI, Kalamazoo County	Building Department Management; Building Inspection Services; Plan Review
City of Coldwater, MI, Branch County	Building Inspection Services; Plan Review
Township of Coldwater, MI, Branch County	Planning & Zoning
Township of Covert, MI, Van Buren County	Building Department Management; Building Inspection Services; Plan Review
Township of Covert, MI, Van Buren County	Building Inspection Services; Code Enforcement
Township of Covert, MI, Van Buren County	Building Department Management
Village of Decatur, MI, Van Buren County	Building Department Management
City of Farmington Hills, MI	Building Inspection Services; Plan Review
City of Ferndale, MI	Building Department Management; Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review
City of, Grand Blanc, MI, Genesee	Planning & Zoning
City of Harper Woods, MI	Building Department Management; Building Inspection Services; Code Enforcement; Plan Review
City of Highland Park, MI	Building Department Management
City of Kalamazoo, MI, Kalamazoo County	Plan Review
Township of Lawrence, MI, Van Buren County	Building Department Management; Building Inspection Services; Planning & Zoning; Plan Review
Village of Lawrence, MI, Van Buren County	Building Department Management; Building Inspection Services; Plan Review
Village of Lawrence, MI, Van Buren County	Planning & Zoning
City of Madison Heights, MI	Building Department Management; Building Inspection Services; Code Enforcement; Plan Review
City of Manistee, MI, Manistee County	Building Inspection Services; Plan Review
City of Manistee, MI, Manistee County	Building Inspection Services
Village of Milford, MI, Oakland	Building Inspection Services
City of New Buffalo, MI, Berrien County	Building Inspection Services

SAFEbuilt Plan Review Contracts	
Jurisdiction	**Services Provided**
City of New Buffalo, MI, Berrien County	Building Department Management
City of Oak Park, MI	Building Inspection Services; Plan Review
Owosso, MI, City of	Building Inspection Services
Township of Paw Paw, MI, Van Buren County	Building Inspection Services; Code Enforcement; Plan Review
Village of Paw Paw, MI, Van Buren County	Building Department Management; Building Inspection Services; Plan Review
City of Portage, MI	Building Inspection Services; Plan Review
City of Romulus, MI	Planning & Zoning
City of Bozeman, MT	Building Inspection Services; Plan Review
Township of Rose, MI	Planning & Zoning
City of South Lyon, MI, Oakland	Building Department Management; Building Inspection Services; Plan Review
Township of Tekonsha, MI	Building Inspection Services; Plan Review
Village of Tekonsha, MI	Building Inspection Services; Code Enforcement; Plan Review
City of Zeeland, MI, Ottawa County	Building Department Management; Building Inspection Services; Code Enforcement; Plan Review
Aspen Exteriors, MN	Building Inspection Services
City of Rochester, MN	Plan Review
ARCO National Construciton, LLC, MO	Building Inspection Services; Plan Review; Private Provider
Scannell Properties, MO	Building Inspection Services; Plan Review
City of Bozeman, MT	Plan Review
State of North Dakota	Plan Review
County of Ashtabula, OH	Building Inspection Services; Plan Review
City of Bedford Heights, OH	Building Inspection Services; Plan Review
City of Bedford Heights, OH	Building Department Management
City of Bedford Heights, OH	Building Department Management
City of Berea, OH	Building Department Management
City of Canton, OH	Building Inspection Services
Cincinnati Metropolitan Housing Authority	Building Inspection Services
County of Clark, OH	Building Inspection Services
City of Cleveland Heights, OH	Building Inspection Services
Clinton Township, Franklin County, OH	Building Inspection Services; Plan Review
City of Elyria, OH	Building Inspection Services; Plan Review
City of Euclid, OH	Building Department Management; Building Inspection Services; Plan Review
City of Fairborn, OH	Building Inspection Services; Plan Review
Village of Georgetown, OH	Building Inspection Services

SAFEbuilt Plan Review Contracts (continued)

Jurisdiction	Services Provided
Village of Grafton, OH	Building Inspection Services; Code Enforcement; Plan Review; Software
Township of Jefferson, OH	Building Inspection Services; Plan Review
County of Lorain, OH	Building Department Management
City of Maple Heights, OH	Building Department Management; Building Inspection Services; Planning & Zoning; Software
City of North Ridgeville, OH	Building Inspection Services; Code Enforcement; Plan Review
City of North Royalton, OH	Building Inspection Services
NVR Inc./Ryan Homes, OH	Building Inspection Services; Private Provider
City of Oberlin, OH	Building Inspection Services; Code Enforcement
OHM Advisors, OH	Building Inspection Services; Private Provider
Red Architecture + Planning, LLC, OH	Building Inspection Services; Plan Review
County of Sandusky, OH	Building Inspection Services; Plan Review; Software
County of Sandusky, OH	Building Department Management
City of Seven Hills, OH	Building Inspection Services; Plan Review
City of Shaker Heights, OH	Building Inspection Services; Plan Review
City of Solon, OH	Building Inspection Services; Plan Review
Village of South Amherst, OH	Building Inspection Services; Plan Review
County of Summit, OH	Plan Review
City of Toledo, OH	Building Inspection Services; Plan Review
City of Whitehall, OH	Building Inspection Services; Plan Review
City of Worthington, OH	Building Inspection Services
Chickasaw Nation	Plan Review
City of Salt Lake, UT	Plan Review
County of Adams, WA	Building Inspection Services; Plan Review
Affinity at CopperLeaf, LLC, WA	Building Inspection Services; Private Provider
City of DuPont, WA	Building Department Management
City of Ellensburg, WA	Building Inspection Services; Plan Review
City of Issaquah, WA	Building Inspection Services; Plan Review
City of Medina, WA	Building Inspection Services
Pillar Properties LLC	Building Inspection Services
City of Port Townsend, WA	Building Inspection Services; Plan Review
City of Spokane, WA	Building Department Management; Building Inspection Services; Fire Services; Plan Review
Town of Blooming Grove, WI	Building Inspection Services; Plan Review
City of Brodhead, WI	Building Inspection Services; Plan Review
Town of Brooklyn, WI	Building Inspection Services
Village of Brownsville, WI	Building Inspection Services; Plan Review
Town of Burke, WI	Building Inspection Services; Plan Review
Village of Butler, WI	Building Inspection Services; Plan Review

SAFEbuilt Plan Review Contracts (continued)	
Jurisdiction	**Services Provided**
Village of Caledonia, WI	Plan Review
Town of Cedarburg, WI	Building Inspection Services; Plan Review
City of Columbus, WI	Building Inspection Services; Plan Review; Software
Town of Dane, WI	Building Inspection Services; Plan Review
Village of Deerfield, WI	Building Inspection Services; Plan Review
Town of Delafield, WI	Building Inspection Services
Town of Delafield, WI	Building Inspection Services; Plan Review
Town of Eagle, WI	Building Inspection Services
Village of Elm Grove, WI	Building Inspection Services; Plan Review; Software
Village of Fox Point, WI	Building Inspection Services
Village of Germantown, WI	Building Department Management; Building Inspection Services; Plan Review; Software
City of Greenfield, WI	Building Inspection Services
Town of Herman, WI	Building Inspection Services
Kenosha County Housing Authority	Building Inspection Services
City of Milwaukee, WI	Plan Review
Town of Mitchell, WI	Building Inspection Services; Plan Review
Village of Mount Pleasant, WI	Building Inspection Services; Code Enforcement
Town of Oregon, WI	Building Inspection Services; Plan Review
City of Portage, WI	Building Inspection Services; Plan Review
Town of Sheboygan, WI	Building Inspection Services; Plan Review; Software
Town of Springfield, WI	Building Inspection Services; Plan Review
State of Wisconsin	Building Inspection Services
Village of Sturtevant, WI	Building Inspection Services; Plan Review
Village of Sturtevant, WI	Building Inspection Services
Village of Theresa, WI	Building Inspection Services; Plan Review
Village of Thiensville, WI	Building Inspection Services; Plan Review
Town of Waterloo, WI	Building Inspection Services; Plan Review
City of Wauwatosa, WI	Building Inspection Services

KEITH ROONEY

Client Manager
Backup Fire Inspector

CERTIFICATIONS

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

WORK EXPERIENCE

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

GERALD A. KEYS, MCP

Plans Examiner

EDUCATION

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

EXPERIENCE

- **Plans Examiner**, SAFEbuilt, LLC | 2/2016 to Present
  - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
  - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
  - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
  - Establish and implement building department and company policies and procedures in conjunction with Building Official.
  - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
  - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
  - Assumes the duties and responsibilities of the Building Official when required.
  - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
  - Enter inspection and plan reviews results in appropriate software.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Combination Plan Review/Inspector**, City of Manassas, VA | 6/2014 to 2/2016
- **Code Compliance Manager**, Engineering Consulting Services | 9/2011 to 5/2014
- **Code Development Specialist**, Department of Consumer and Regulatory Affairs D.C. | 10/2007 to 9/2011
- **Chief Building Inspector**, City of DeKalb, IL | 2/2005 to 10/2007
- **Residential Wood Framing Contractor**, Stawicki Construction Co., Richton Park, IL | 9/1987 to 12/2005

PROFESSIONAL CERTIFICATIONS

ICC COMMERCIAL CONSTRUCTION

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official (CBO)

SAFEbuilt.

ICC COMMERCIAL CONSTRUCTION (CON'T)

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

ICC ENERGY AND GREEN CONSTRUCTION

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

ICC RESIDENTIAL CONSTRUCTION

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

ICC SPECIAL INSPECTIONS

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

ICC HOUSING AND CODE ENFORCEMENT

Certified Housing Code Official
Property Maintenance & Housing Inspector
Zoning Inspector

ICC FIRE AND DISASTER RESPONSE

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

SALLY GUREGIAN, AIA

Architectural Review Design Consultant

EDUCATION

The University of Michigan
Bachelor of Science, 1977
Master of Architecture, 1980
- Concentration in Historic Preservation and Conservation

REGISTRATION

Licensed Architect, Illinois
1994 to Present

MEMBERSHIP

American Institute of Architects

The National Trust for Historic Preservation

Landmarks Illinois

Founding Member and current Chairman, Covenants, Building, and Zoning Compliance Committee of the Glenbrook Countryside Property Owners Association - 2003 to present

WORK EXPERIENCE

- **Plans Examiner,** SAFEbuilt | May 2018 to Present
  - Community Development Department, Village of Gurnee, Illinois. Responsibilities include architectural and mechanical plan review for all commercial and residential construction, consultation with developers regarding potential construction projects, and assisting owners, contractors, and the general public.
- **Self-Employed,** August 2016 to May 2018
  - Worked on a contract basis with other architects. Projects included roofing replacement at the Rocky Ledge Condominium and replacement of wood-framed rear porches at the Four Corners II Condominium, both in Chicago.
- **Senior Associate,** Studio AH dba HPZS / Hasbrouck Peterson Zimoch Sirirattumrong / Hasbrouck Peterson Associates | August 1988 to August 2016
  - Responsibilities included interior and exterior building inspections and code reviews; in-house quality control reviews; coordination with electrical, mechanical, plumbing, and civil engineering consultants; supervision of construction drawing preparation; preparation of specifications; field supervision of intern architects; and construction administration. Representative commercial, institutional, and public and private multi-family residential clients
- **Project Architect,** Raymond J. Green and Associates, Inc. - Evanston, IL | March 1984 to August 1988
  - Responsibilities included life safety inspections and preparation of associated reports, as well as preparation of construction documents for sound abatement, life safety implementation, handicapped accessibility, and playground and parking improvement projects for elementary, secondary, and unit school districts located in the north and northwest suburbs of Chicago.
- **Project Assistant,** The University of Michigan Hospitals - Ann Arbor, MI | March 1982 to August 1983
  - Designed and assembled full-scale mockups of proposed prototypical outpatient examination rooms, conducted hands-on evaluation of the mockups by medical personnel, and co-authored the project report.
- **Research Associate and Editor,** The University of Michigan Hospitals - Ann Arbor, MI, 1979 to 1982
  - Evaluated and documented the functional adequacy and condition of probate, district, and circuit court facilities throughout Michigan; developed guidelines for court construction in the State of Michigan which were adopted by the State Supreme Court in the spring of 1983; and provided consulting services to court facilities administrators. As Editor of The Michigan Courthouse Study, a seven-volume publication prepared for Michigan's State Supreme Court Administrative Office, rresponsible for preparation of all written content for author review, as well as editorial review of the assembled documents.

SALVATORE GAETA, AIA, R.A. ALA

Lead Architectural Review Design Consultant

REGISTRATION

Licensed Illinois #001.012525

PROFESSIONAL AFFILIATIONS

Illinois Association of Licensed Architects (ALA) - 2002

ICC Member #8412387

President/Trustee of the Glenbrook Sanitary District

Architectural Liaison for the Glenbrook Countryside Homeowners' Association – Covenants, Building & Zoning Committee, since 2005

CERTIFICATION

ICC Certified Residential Plans Examiner

LICENSES

Licensed Architect in Illinois, since 1988

EDUCATION

- **Illinois Institute of Technology** - Bachelor of Architecture – High Honors, AIA Medal of Academic Excellence with a Minor in Construction Management, 1985

WORK EXPERIENCE

- **Municipal Manager / Plans Examiner**, SAFEbuilt, 04/2015 to Present
  - Operations Manager for Building Department personnel in various jurisdictions in the northern suburbs of Chicago. Administrative duties include servicing, coordinating, maintaining, and retaining positions including Permit Technicians, Plan Reviewers, Code Enforcement Officers, Building and Plumbing Inspectors.
  - Code Transition consultation and updating of adopted ICC model codes through revisions made to local amending ordinances for numerous jurisdictions.
  - Plan examination of residential and commercial projects, electronically and on paper. Reviews include standard disciplines; building, structural, accessibility, energy, mechanical, electrical, plumbing and coordination with zoning, plan commission and engineering.
- **Principal,** Architekton Limited, Northbrook, IL, 06/1999 to 04/2016
  - Established and incorporated in 1999, for the expressed purpose of rendering quality design services to a varied clientele. The practice developed and evolved a design philosophy that transcended architectural labels through a careful study of aesthetics and proportions present in all vernacular styles. The extensive design experience ranged from multi-family residential to light industrial and commercial/retail business.
- **Vice President & Project Architect**, Roy H. Kruse & Associates, Chicago, IL, 02/1987 to 06/1999
  - Responsible for and oversaw the planning, design, cost estimating, specifications, and construction documents of large scale projects ranging from, residential, commercial, industrial, office and public schools.
    - > HUD Scattered Site Housing Program, Chicago, IL: Developed and supervised the construction of over 150 subsidized housing units in five distinct unit prototypes in 30 neighborhoods around the city. Program numbers include 122/127/132/140 & 153, from 1991 to 1993
    - > Chicago Public Schools, Chicago, IL: Renovation and rehabilitation of windows and roofs for various schools across the City of Chicago under multiple contracts, from 1992 to 1994.
    - > East Park Apartments – 3300 W. Maypole Ave., Chicago, IL: Designed the first new five story, 152 unit Single Room Occupancy building on the near west side. Includes ancillary office, classroom, recreation and laundry/storage spaces. Developed for The Habitat Company in 1995.

OTTO LETZELTER, PE,SI,BCA, LEED AP

Building Official, Professional Engineer

YEARS OF EXPERIENCE
30

YEARS WITH THE FIRM
17

EDUCATION

Georgia Institute of Technology
Bachelor of Civil Engineering
1991

FIU Masters of Construction Management Program,
2014 -Present

CERTIFICATIONS & LICENSES

PE FL #54716; PE GA #45027; PE SC #37203; PE NC #049332; PE TX #135820; PE Washington D.C. #DC922074; PE MD #55133; PE MA #55443; PE OH #850222; PE LA # 44160; PE VT #0134571; PE ME #16303; PE CO #56625; PE MI #6201069343; PE TN #123366 SFirePE 42240393; FL Threshold Special Inspector, SI 54716; FL Building Code Administrator, BU1294; FL Plans Examiner, Building, Mechanical, Plumbing PX3895; FL Building, Mechanical, Plumbing Inspector BN2952; FL Roofing Inspector SRI034; State Certified General Contractor, FL CGC057667
State Certified Roofing Contractor, FL CCC057326; FL Modular Inspector SMI 109; FL Fire Safety Inspector 112031, SFM 633; FL Special Fire Safety Inspector 111910, SFM 633; Pro Board Fire Inspector II, NFPA 1031
Pro Board Fire Plan Examiner I

WORK EXPERIENCE

- **Chief Building Official**, Florida Department of Management Services | 2016 to Present
  - 4th District Court of Appeals a new construction of a 4-level 334 space parking garage - West Palm Beach, FL
  - State Capital Complex Improvements - Tallahassee, FL
  - Historic and Tower Capital elevator modernization
  - Historic Capital Boiler replacement
  - Senate Office renovations, 20th Floor Capital Tower
  - House and Senate Garage Structural rehabilitation and waterproofing
  - Senate and House Roof Replacements
  - Governor's Mansion Restroom renovations
- **Chief Building Official**, Broward College, Fort Lauderdale, FL | 2002 to Present
  - Worked college-wide for over 3200 permitted projects including:
    - » South Science building with chiller plant - $25m, 51,000 sf, 2-story (Aug'14-Aug'15)
    - » Southwest Center - $20m, 90,000 sf, 4-story (Jul'12-Aug'14); Health Sciences Simulation Center - $13m, 66,000 sf, 3-storyV(Feb'12-Sep'14)
    - » New 5-level Parking Garage structure - $20m, 1535 spaces (Oct'08-Aug'10)
    - » Institute of Public Safety - $12m (Feb '05-Apr'06), B72 Library, 2-Story, 46k sf (2010)
    - » New 5-Level $5m 112,565 sf 2100 space Parking Garage extension (2011)
    - » B7 Science $7.4m, Junior Achievement Complex, B4 Art renovation, Thermal Storage Tanks-780,000 gal ea.,
    - » Downtown Mechanical Cooling Tower-Twin 900M chillers, (2002)
    - » Student Services Center B19 (2002)
  - BC Bldg 33 Hi-Rise Smoke control recommissioning
- **Chief Building Official**, Florida Department of Juvenile Justice, Tallahassee, FL | 2005 - Present
  - Over 250 State permitted projects for South Region Miami-Dade, Broward, Monroe, Palm Beach, Collier and Lee Counties.
  - Projects included:
    - » Manatee Life Safety Replacements
    - » Duval Domestic Renovations
    - » EIHH Admin Renovations
    - » EYDC Reroofs
    - » Probation Office Miami
    - » Everglades Youth Riot Repairs
    - » Francis Walker Halfway House Titusvill new modular
    - » Wings for Life Renovations Miami
    - » RDJC Renovations Palm Beach
    - » New Classrooms Duval RJDC
    - » Fort Lauderdale Detention Center Mechancial Upgrades
    - » Bay Point RJDC New Classrooms Miami
    - » Palm Beach Juvenile Correctional Center Renovations
    - » Broward Halfway House Upgrades
    - » Okeechobee Renovations

CERTIFICATIONS & LICENSES CONTINUED

NFPA Fire Inspector I & II; NFPA Fire Plans Examiner; Certified Medical Gas Inspector ASEE
6020; Certified Plumbing Engineer, CIPE, ASPE;
LEED Accredited Professional, GBCI;
ICC Special Inspector, Concrete, Steel Bolting & Welding
ICC Building Code Specialist
ICC Building Code Official
ICC Building Official
ICC Building Plans Examiner
ICC Building Inspector
ICC Commercial Combination Inspector
ICC Structural Welding Inspector
ICC Structural Steel and Bolting Inspector
ICC Structural Masonry Special Inspector
ICC Soils Special Inspector
ICC Coastal Construction
ICC Mechanical Code Specialist
ICC Mechanical Code Official
ICC Mechanical Plans Examiner
ICC Mechanical Inspector
ICC Plumbing Code Official
ICC Plumbing Code Specialist
ICC Plumbing Plans Examiner
ICC Plumbing Inspector
ICC Commercial Electrical Inspector
ACI Concrete Construction Special Inspector
PTI Post Tensioning Inspector Level II 922352
AWS Certified Welding Inspector, CWI 16083211
EPA Lead Based Paint RRP Renovation License
SREF Florida Department of Education Inspector

WORK EXPERIENCE

- » Avon Park Correctional Repairs
- » Fort Meyers Structural Repairs
- » Britt Halfway House Reroof
- » Peace River Admin
- » Desoto Upgrades

- **Building Department Support**, Building Inspector / Plan Examiner, Florida Atlantic University, Boca Raton, FL, 2002 - Present
  - Worked on all campuses on numerous permitted projects including:
    - » Max Planck FL Institute - $60m, 100,000sf, 3-level (Oct'10-May'12)
    - » Boca Football Stadium - $70m, 30,000 seat (Sept'10-Oct'11)
    - » Innovation Village Apartments - $111m (Feb'10-May'11)
    - » College of Engineering & Computer Science - $31m, 92,000 sf (Apr '09-Mar '11)
    - » Joint Use Facility - $27m, 78,000 sf (Jul'09-Mar'11)
    - » Arts and Letters - $19.3m, 65,000 sf (Jul '09-Nov '10)
    - » New 4-Level, 306,960 sf , 943 space Parking Garage (Mar '13-Jan '14)
    - » New 5-Level Parking Garage (Apr '02-Sept '02).
- **Building Department Full-Service Support**, Florida International University, Miami, FL, 2012
  - Plan Reviews and Inspections for all campuses on numerous permitted projects including:
    - » Biscayne Bay Housing - $50m, 9-story, 618-unit waterfront dorm (Apr'15-Sept '16)
    - » RCCL - $32m, 130,000sf, 3-story (Feb'14-Apr'15)
    - » Academic Health Center - $32m, 120,000 sf (Sep '12-Jul '14)
    - » Mango Mixed Use - $26.8m, 106,611 sf. 7-story (Aug'12-Jan'15)
    - » Ambulatory Care Center/Miami Children's Hospital - $10m, 36,000 sf, 2-story (Dec'13-Jun'15)
    - » Stocker Astrophysics Center - $2m, 3-story (Jun'12-Dec'13)
- **Assistant Building Official**, Structural Plan Reviewer and Inspector Part-Time, Town of Pembroke Park, Pembroke Park, FL, 2017 to 2018
- **Building Construction Expert Witness**, FDOT General Counsels' Office, Tallahassee, FL, 2003 to 2012
  - Building projects vertical construction (Oct '07 - Apr '12)
  - District-6 Construction office - Assistance in preparation of a design build construction package including scope of services and technical specifications related to proposed miscellaneous repair and remodeling projects for the District-6 Construction office (Apr '03 - Mar '05)
- **Senior Building Inspector**, PE, BN, PEICO, Sunrise, FL, 2000 to 2002

DAVID DELEON

Building Inspector / Plans Examiner

EDUCATION

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

Nutrition and Dietetics, Northern Illinois University, DeKalb, IL

CERTIFICATIONS

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

WORK EXPERIENCE

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

VALERIE GRANGO

Permit Technician

CERTIFICATIONS

ICC Certied Permit Technician

WORK EXPERIENCE

- **Permit Technician**, SAFEbuilt, LLC | 2021 to Present
  - Interfacing with all customers to service their building department related needs.
  - Issuing and/or tracking permits through the permitting process, beginning with application acceptance, plan review, inspections and permit closure.
  - Establishing and maintaining systems to ensure that all files, letters, reference manuals, field inspection reports, permit files, blueprints, drawings, and other data or material is maintained in an organized fashion.
  - Working with plans examiners and inspectors throughout the company to develop and ensure consistent processes.
- **Permit Coordinator**, Wood Dale City Hall- Wood Dale, IL | 9/2018 to 2021
  - Coordinate, direct, and manage the permit issuance process
  - Review and process permit submittals for accuracy and completeness of information
  - Review, process, and issue Contractor Registration applications and licenses
  - Schedule and process inspection requests for building permits and rental properties
  - Screen phone calls and visitors. respond to inquiries and complaints, handle routine matters and direct unusual matters to the appropriate authority
  - Route out construction plans, engineering drawings, and reports to the appropriate review team
  - Schedule meetings with staff members, contractors, residents, and other stakeholders
  - Maintain and update public records, active permits, closed permits, and expired permits
  - Manage the Rental Housing database of about 400 properties
  - Process payments for Building Permits, Rental Housing, and Contractor Registrations
- **Administrative Assistant**, Service King Collision Repair- Rolling Meadows, IL | 9/2012 to 8/2018
  - Provide administrative support to staff members by managing the receptionist desk, coordinating
  - schedules, meetings, supplying key card and greeting visitors
  - Respond to telephone inquiries by listening attentively to ensure a positive customer experience and
  - provide quality service to customers inquiring to schedule care repair appointments
  - Excel within a service-oriented company by demonstrating a taken for communicating with customers
  - and effectively resolve problems on the first call in order to avoid escalation of issues
  - Manage a high-volume workload with a deadline driven environment while consistently meeting performance benchmarks and enhancing customer satisfaction by intense customer focus)

RAY WITKOWSKI

Plumbing/Combination Inspector

EDUCATION & CERTIFICATIONS

Plumber's License / Certified Plumbing Inspector
2009 - current. State of Illinois. Illinois Plumber & Certified Plumbing Inspector ID: 058-194002

Cross-Connection Control Device Inspector
2016 - current - Illinois EPA, Division of Public Water Cross-Connection Control Device Inspector

Bachelor of Arts & Science,
2010 - 2014. Northeastern Illinois University, Chicago, IL. Major: Political Science, Interdisciplinary Studies, Philosophy. Cum Laude, GPA: 3.55

WORK EXPERIENCE

- **Plumbing/Combination Inspector**, SAFEbuilt | 10/2017 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
  - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
  - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
  - HVAC, and Demolition/New Construction site inspections.
  - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
  - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
  - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
  - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
  - Safely operate and conduct routine maitnance of vehicles and equipment.
- **Licensed Plumber/Corporate Officer (September 2009 to Present); Apprentice Plumber (February 2002 to September 2009),** Elite Plumbing, Inc., Chicago, IL
  - Plan, design, repair and install, alter or extend plumbing systems and conduct the inspection thereof in accordance with the provisions of the plumbing code on residential, commercial and industrial properties.
  - Identify materials and conduct installations, repair and servicing of plumbing systems in compliance with architectural drawings, building permits and municipal codes and standards.
  - Test and inspect workmanship and plumbing systems' installations, including water services and sewers, to ensure compliance with plumbing code provisions and public health and safety requirements.
  - Conduct tests on plumbing systems such as drainage and vent water test, water supply system test, gravity sewer test, forced sewer test, storm drain system test and inspect for cross connections.
  - Perform installation and annual testing of back flow prevention devices.
  - Order and coordinate deliveries of approved materials from suppliers and manufacturers in adherence to local codes, employee needs, construction specifications and project requirements.
  - Read and interpret contracts, engineering notes and architectural drawings to ensure adherence to plumbing code as well as explain to contractors and property owners the provisions of the plumbing code.

- Collaborate with local officials to plan, coordinate and clarify project development in order to comply with municipal building code and pass field inspections.
- Conduct walkthroughs and meetings on various projects with multiple trades, architects, property owners and local officials throughout project's lifespan in order to comply with approved permit plans and construction specifications.
- Develop solutions to challenging scenarios in unison with other trades, or alone, for the compliance of the Illinois plumbing code.
- Inspect and resolve existing code or safety violations of properties and potential projects.
- Issue apprenticeships and mentor new employees on standardized work practices, material handling, and installation of typical work conforming with state codes. Establish and enforce work and safety procedures.
- File correct paperwork with the city, state, local authorities and contractors in order to obtain building permits.
- Maintain records and prepare a variety of documents including agendas, reports, evaluations and general correspondence.
- Create schedules to meet the needs of various projects in multiple locations.
- Procure and use heavy machinery.
- Attend yearly continuing education classes, seminars and trade conferences in order to stay up to date with industry trends, rules and regulations.

MARK OPELS

Manager/Plumbing Inspector

Mark has over 20 years of experience providing code compliant plumbing inspections for Illinois municipalities. Mark carries the necessary Illinois State plumbing licenses and International Code Council certifications.

ICC CERTIFICATIONS: # 8073139

Commercial Plumbing Inspector
Residential Plumbing Inspector
Residential Mechanical Inspector
Commercial Mechanical Inspector

PROFESSIONAL AFFILIATIONS

Illinois Plumbing Inspectors Association-Chapter
International Association Plumbing & Mechanical Officials

WORK EXPERIENCE

- **Manager/Plumbing Inspector**, SAFEbuilt | 2013 to Present
  - Perform assigned field inspections in accordance with adopted codes.
  - Collaborate with other inspectors to discuss code information and code interpretations to help ensure
  - consistency of inspections.
  - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
  - Document inspection results so that the information is clear, concise, complete, and understandable.
  - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
  - Suggest/recommend procedures to improve operations.
  - Answer code related questions from builders and the general public.
  - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
  - Attend scheduled training.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- **Plumbing Inspector**, Carpentersville, IL | 2009 to 2013
- **Owner/Operator**, Pipeworks | 1997 to 2013
- **Contract Plumbing Inspector**, Prospect Heights, IL | 1992 to 2013

DAN WITKOWSKI

Plumbing Inspector
Combination Inspector

EDUCATION

Technical Secondary School of Building Engineering, Plumbing Trade Diploma

CERTIFICATIONS

Certified Illinois Plumbing Inspector
Plumber's License, State of Illinois
Cross-Connection Control Device Inspector

WORK EXPERIENCE

- **Plumbing Inspector/Combination Inspector, Plans Examiner**, SAFEbuilt, LLC | 10/2019 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
  - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
  - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
  - HVAC, and Demolition/New Construction site inspections.
  - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
  - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
  - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
  - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
  - Safely operate and conduct routine maitnance of vehicles and equipment.
- **Plumbing Inspector**, Licensed Plumber/Proprietor, Elite Plumbing, Inc. - Chicago, IL | 1996 to 10/2019
  - Possesses extensive experience in installation, repair, planning, inspecting and servicing of plumbing systems in commercial, residential and mixed-use buildings in various stages of constructions.
  - Conduct plan reviews, draft changes and communicate findings to appropriate parties.
  - Report non-compliant plumbing systems to contractors and building owners.
  - Understand prints and manufacturer specifications of materials and apparatus.
  - Oversight of operations and personnel, including job scheduling and fleet management.
  - Conduct onsite meetings at various projects with trades, architects and homeowners.
  - File paperwork with city, state, and local municipalities in order to obtain building permits.
  - Interpret Plumbing Code to adhere to municipal amendments and provide solutions and guidance to meet code compliance.
  - Read and interpret contracts, engineering notes and architectural drawings.
  - Prepare bids, estimates, handle accounts receivable and payable.
  - Attend education classes, seminars and trade conferences in order to maintain licenses and stay up to date with industry trends and regulations.

JURTIN VIDE

Inspector

EDUCATION

Harper College
Completed Building Codes and Enforcement Program
Palatine, IL
10/2014 to 3/2017

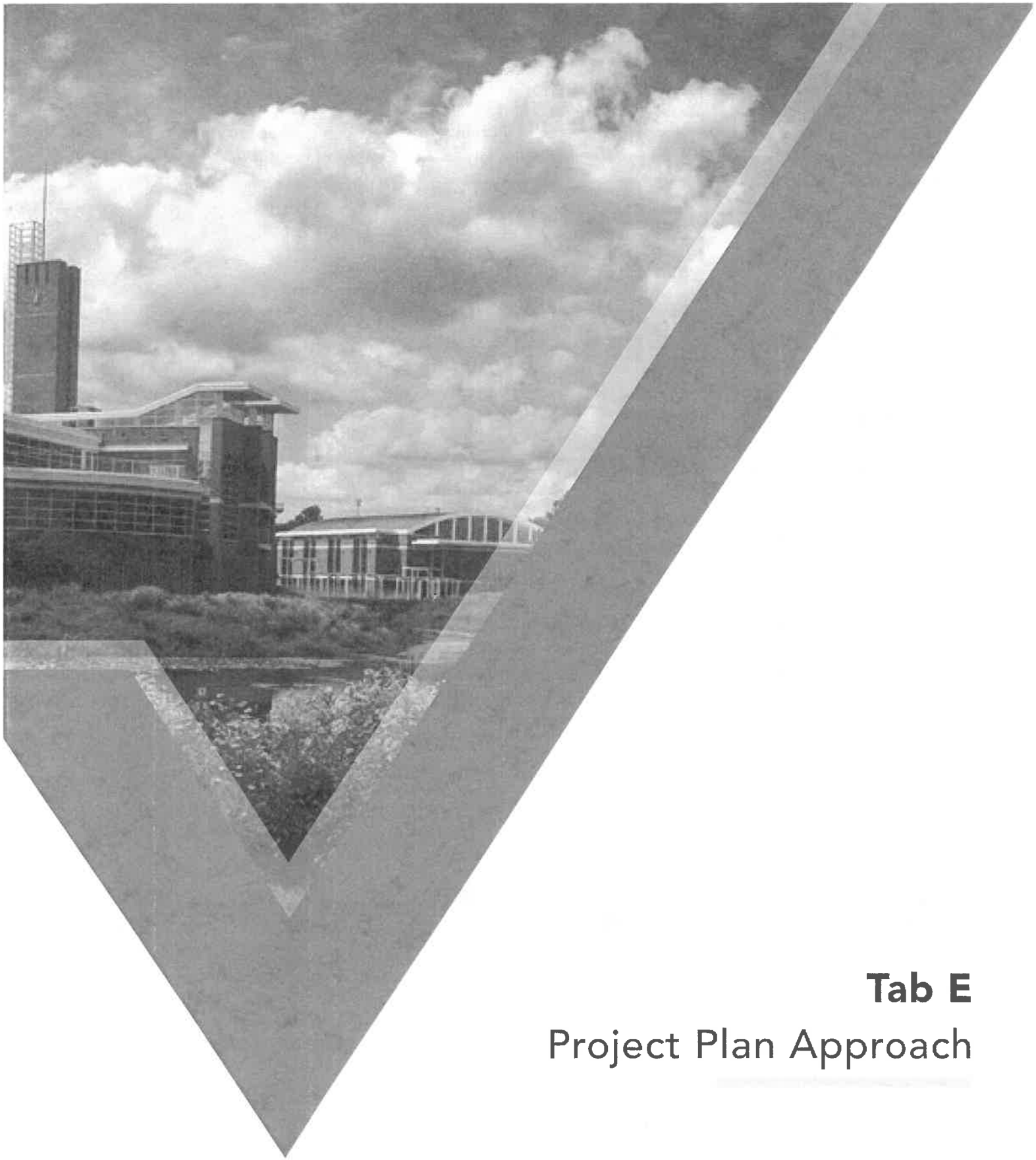
CLEC Enterprises, Inc.
Additional Coursework in Building, Electrical and Plumbing Codes
Rolling Meadows, IL

CERTIFICATIONS

ICC Certified Residential Plumbing Inspector
ICC Certified Residential Mechanical Inspector
ICC Certified Commercial Building Inspector
ICC Certified Commercial Mechanical Inspector

WORK EXPERIENCE

- **Building Inspector/Code Enforcement Officer,** SAFEbuilt, 5/2017 to Present
  - Perform daily field inspections of residential, commercial and public facility construction projects.
  - Interact with the public and explain technical information to both technically and non-technically trained individuals.
  - Review residential and commercial plans to insure compliance with applicable codes.
  - Provide recommendations regarding interpretations of City, State, Federal, ICC Codes and Construction standards, as well as local ordinances.
  - Maintain accurate records to document inspections, test results, and additional details pertaining to inspections.
  - Maintain computer logs of inspection reports, enter inspection results into permitting software.
  - Respond to and investigate allegations of violations of Municipal, Land Development and Property Maintenance Codes to determine validity of complaints and the appropriate course of action to mitigate issues.
  - Notification of issues given in writing, by phone, in person and electronically.
  - Schedule and perform systematic property maintenance inspections to maintain or achieve minimum property standards.
  - Prepare records and reports pertaining to abatements, court actions, daily activities, enforcement actions and inspections.
  - Compile documentation for and issue summons.
  - Perform other duties as required or assigned.
- **Permit Clerk/Temporary,** Village of Schaumburg, Schaumburg, IL, 10/2016 to 12/2016
  - Performed general office work involving a variety of clerical procedures.
  - Assisted permit and license applicants and verified that all pertinent information is submitted.
  - Contacted applicants if necessary to request additional information.
  - Answered telephone, greeted visitors, directed telephone and personal callers to proper department office.
  - Scheduled various inspections for the building department on an as needed basis.
  - Served as go-between for contractors and inspectors.
  - Verified pertinent information relating to contractor licensing.
  - Established new filing units and systems and maintained control of items out of file.
  - Input customer service requests.



Tab E

Project Plan Approach

SAFEbuilt.

Tab E — Project Plan Approach

With our range of Community Development Services, SAFEbuilt empowers communities to envision, plan and execute innovative solutions for nearly all municipal operational services. Our teams bring the skills and experience necessary to meet the Village of Orland Park needs of Inspection and Plan Review Services.

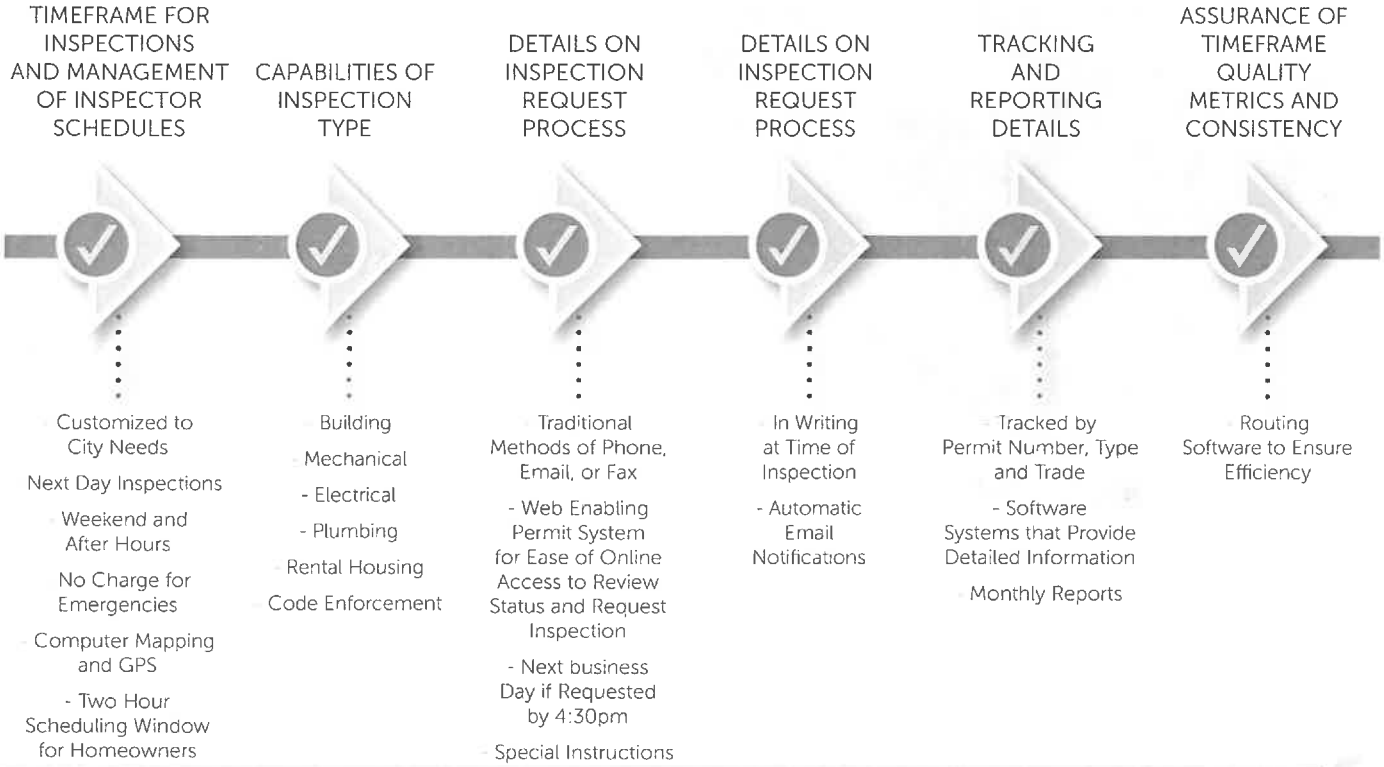
KEY BENEFITS

Inspection Services

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the building community's experience.

Building, Mechanical, Electrical and Plumbing Inspections

SAFEbuilt operations conducts building, mechanical, electrical, and plumbing inspections for building-related permits both on a full-time and a supplemental basis. Our inspections are based on your adopted codes, adopted amendments, as well as specific additional requirements from each municipality, throughout the various stages of construction. If selected, SAFEbuilt can provide a standard code transition to bring a municipality's codes current.



Plan Review Services

Our plan review professionals use the best practices to meet each municipality's service requirements, managing projects effectively and efficiently, completing all deliverables on-time and within budget. After plans are logged, the lead planner assigns plans to the appropriate examiner, he/she completes the review, and the completed review is returned to the municipality as outlined below:

- **Tracking** – Plans are logged into our database and tracked through our review process. Once entered, the plans are sent to the appropriate plans examiner.
- **Verification** – All information on each submittal is checked against the permit application for accuracy.
- **Corrections** – Plans are reviewed for compliance with all applicable federal, state and local regulations. Corrections are noted directly on the plans. Preliminary consultation with applicants is also available.
- **Communications** – Results are communicated to the applicant the same day. Any needed corrections are explained to the applicant in detail.

Examples of previous projects include high-rise buildings, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.

Same-Day Reviews

We easily handle same-day plan reviews for small construction projects such as driveways, patios, fences, sheds, additions and remodels, and detached garages.

Commercial, Multi-Family, Single-Family and MEP Plan Review

SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal, verifying information shown on each permit application.

- Screening and logging each application to ensure timely routing to all plan reviewers.
- Reviewing submittals for compliance with all relevant Federal, State, and local requirements.
- Performing plan reviews in compliance with local, State, and Federal regulations and all codes and ordinances in effect.
- Providing a thorough review of design drawings and details for compliance.
- Assuring corrections are handled within established timeframes and as succinctly and clearly as possible.
- We will assist each applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.
- Correction sheets for specific projects shall be forwarded to the Village along with a cover memo containing the following (at a minimum):
  - The date(s) plans were received and reviewed by SAFEbuilt.
  - The date(s) the applicant was notified of completed plan reviews.
  - The name and telephone number of the applicant.

We can receive plans from the Village or directly from the applicant by mail, FedEx, or electronic transmission. Our process is convenient for our client municipalities and for the designers and permit applicants we serve. All plans submitted to the Village will be analyzed for compliance according to an agreed timetable.

Fire Plan Review

SAFEbuilt offers specialized fire plan review. Staff review plans for a variety of structures, including new, existing, and altered buildings.

Our experts also provide an additional level of oversight for projects involving occupancies or uses that traditionally pose a high risk for occupants. Our team can cover occupancies such as:

- Assembly
- Educational
- Hazardous occupancies
- High-rise Buildings
- Institutional occupancies
- Storage occupancies

These types of reviews include compliance checks for fire safety systems, such as automatic sprinkler systems, fire alarm systems, and fire extinguishing systems for restaurant kitchens. Fire site plans, however, review compliance for fire site access and fire department operation/suppression needs.

Capabilities to Receive and Process Electronic Plans Submittals

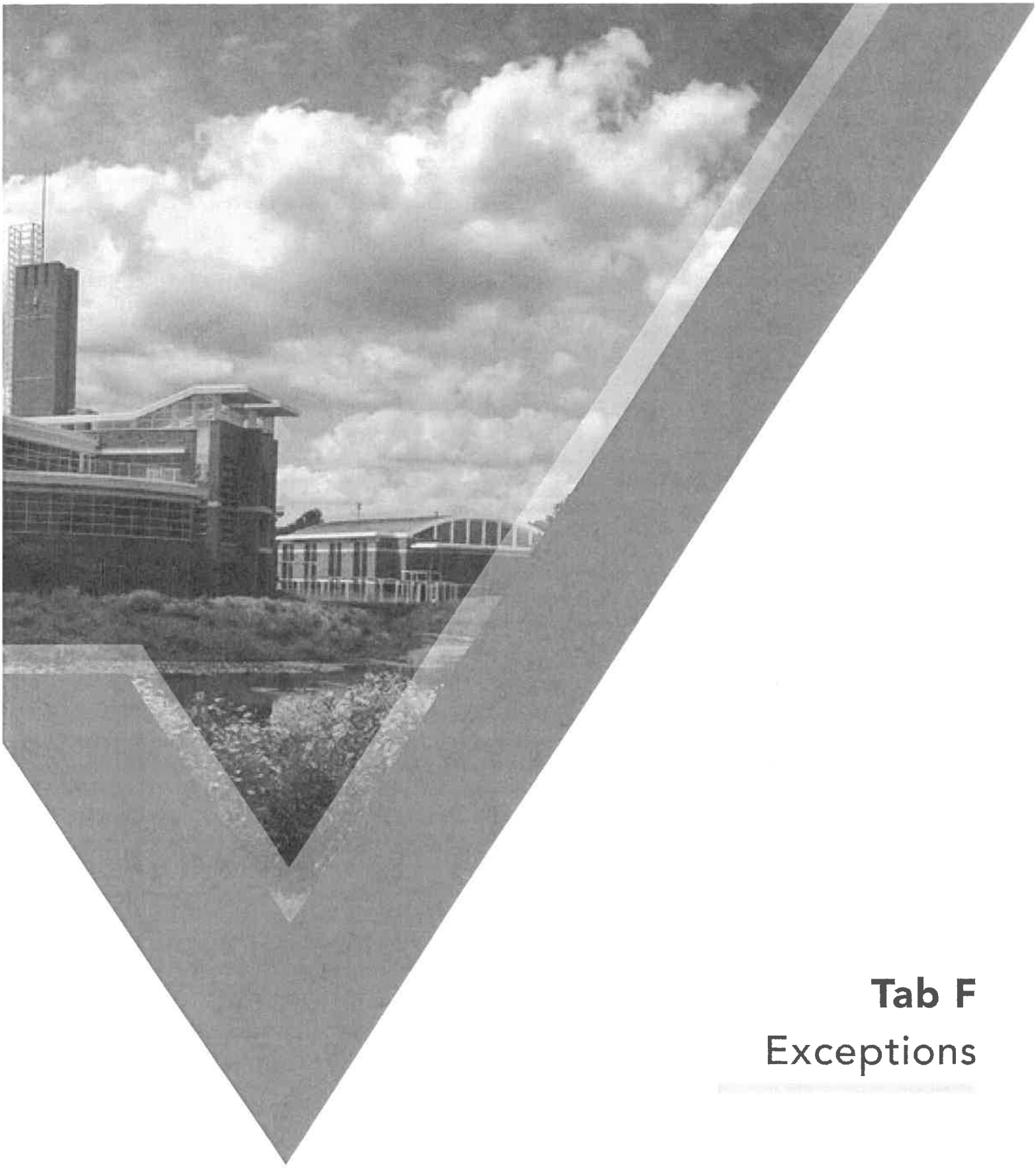
SAFEbuilt strongly recommends using remote (electronic) plan review for its better time efficiency, its environmental impact benefits (e.g., paper, fuel, and carbon emissions), and its benefits to health by preventing person-to-person interaction during the pandemic. Furthermore, our capabilities to support multiple plan reviews simultaneously is unlimited. Our Team is proficient with using all of the industry standard electronic plan review systems currently available. The benefits of remote plan review include:

- Access to multi-disciplined plan reviewers
- Expedited plan review. No more complaints about turnaround times.
- Remote access & increased transparency.
- Remote and concurrent reviews

Plan Review Timeframe

The following table outlines SAFEbuilt's proposed plan review turnaround times for the Village:

Type of Project	Initial Check
Small Residential	**7 business days**
Large Residential	**10 business days**
Small Commercial	**7 business days**
Large Commercial	**15 business days**
Fire Related Review	**7 business days**



Tab F

Exceptions

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Tab F — Exceptions

Acceptance of the Village Contract and Agreement Terms

The SAFEbuilt Contract and Legal team have carefully reviewed the contract terms presented in the Sample Contract in the RFP. We respectfully request the following modifications to the agreement terms.

Item 4.A – please add as indicated:

Time if of the essence in this Contract - The Services to be performed by the Consultant under the Contract Documents shall commence no later than _____ (hereinafter the "Commencement Date"), and shall be completed no later than _____ (hereinafter the "Completion Date"), barring only Acts of God and events out of Consultant's control, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

Item 6 – please revise as indicated:

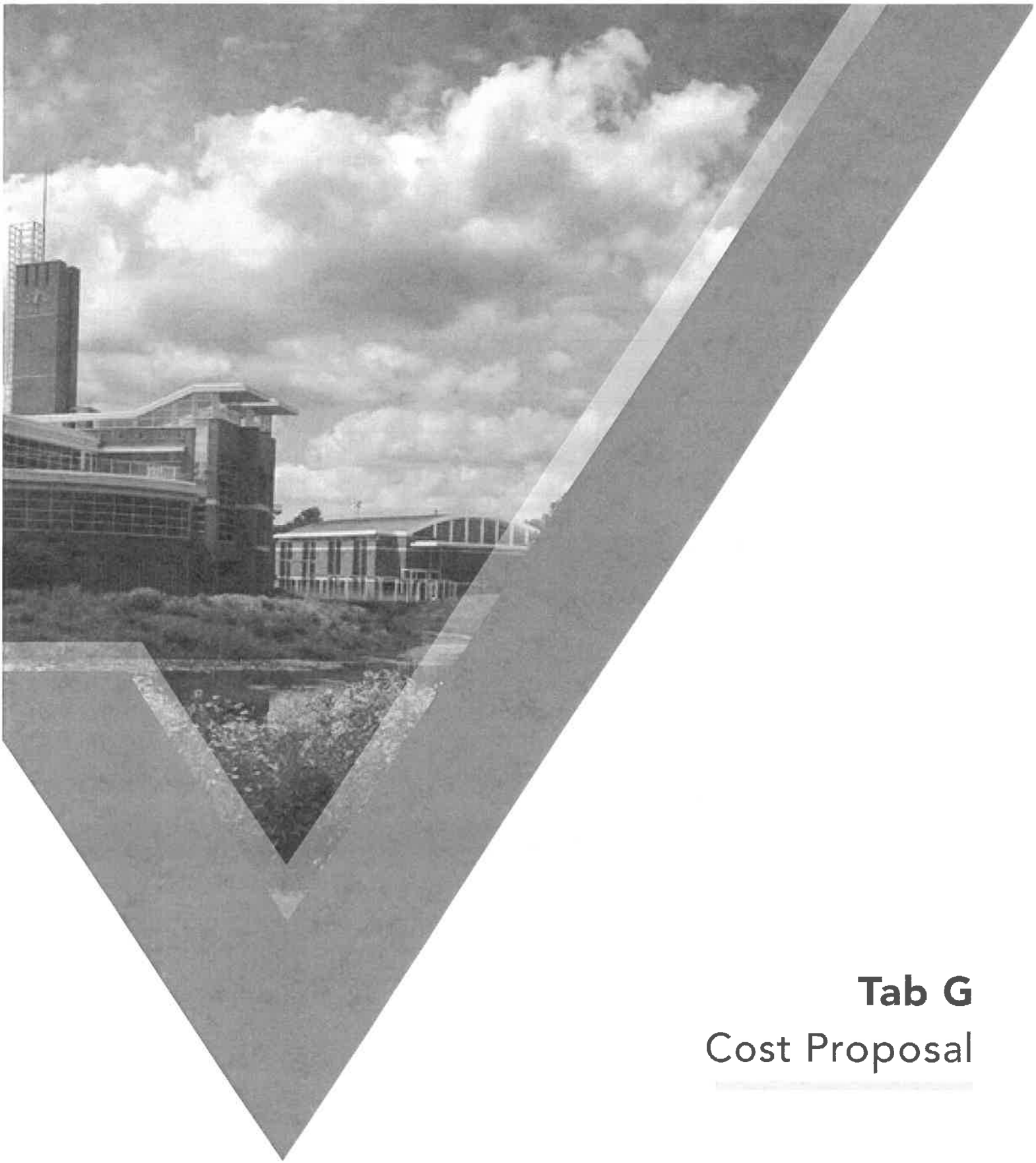
Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, ~~and~~ which such consent shall not be unreasonably withheld. In no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

Item 12.A – please revise as indicated:

To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all ~~injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses~~ and any third party claims ("Claims"), which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents ~~arising in whole or in part or in consequence~~ to the extent is caused by or arising out of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

Item 24 – please add as indicated:

Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal notwithstanding the proceeding, Consultant may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement.



Tab G

Cost Proposal

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Tab G — Cost Proposal

SAFEbuilt will work with the Village of Orland Park for a pricing tailored to its needs. We work with our community partners to establish quality rates for the services we provide. All overhead, materials and equipment—such as iPads, code books, mobile phones, ladders, and professional attire—are included in the proposed fee.

Hourly Fee Schedule

Regular Assigned Staff	
Commercial/Residential Inspections	**$81/Hour**
Property Maintenance Inspections/ Office Assistance	**$65/Hour**
Residential Plan Review	**$85/Hour**
Commercial Plan Review	**$90/Hour**
Minor Plan Review*	**$85/Hour**

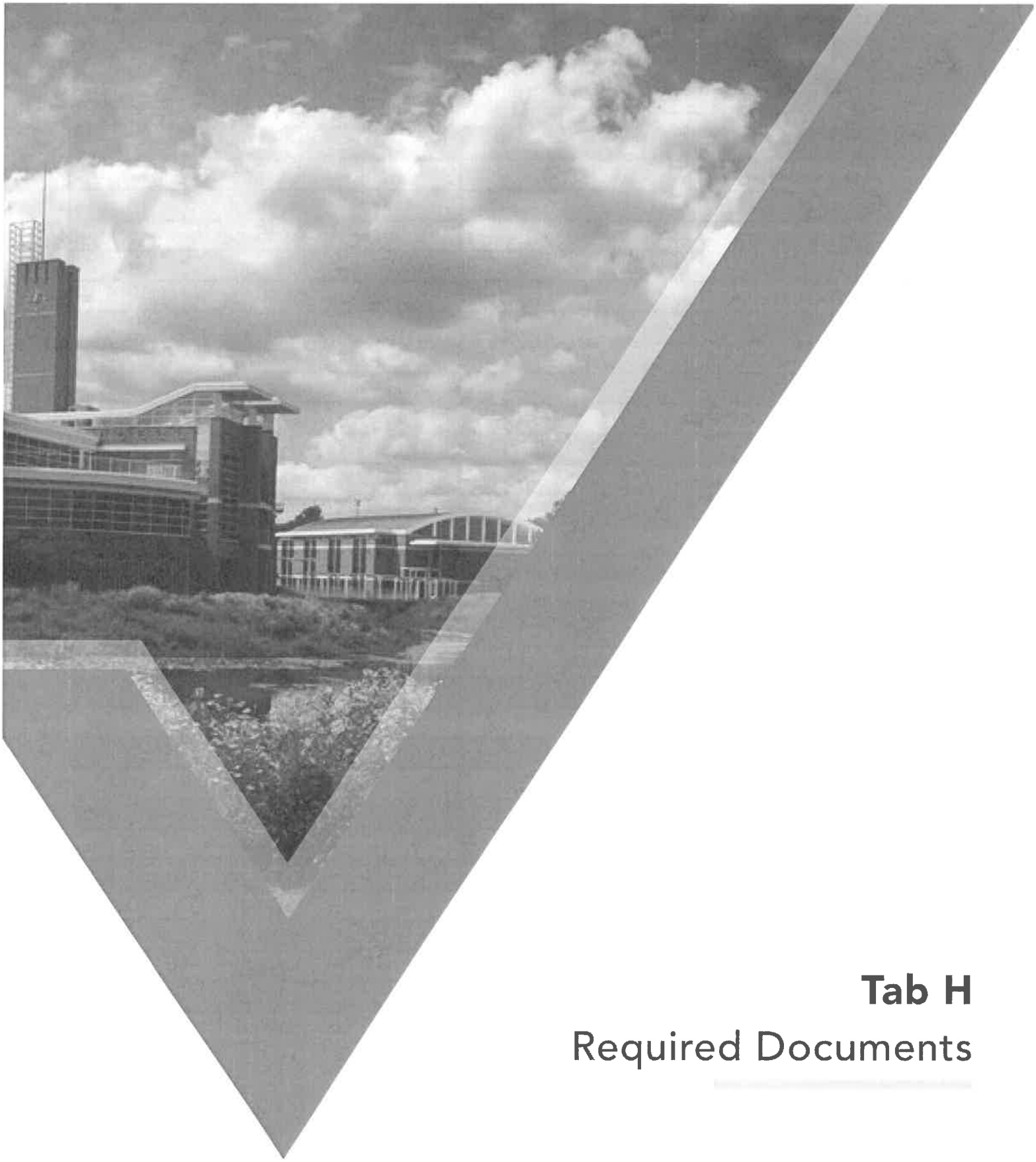
** Minor Plan Review constitutes any review or situation where a home or business is performing a small remodel less than 100 square feet and may require a small plan review. Schedule and timeline for such reviews will be agreed upon with the Village.*

Optional Services	
(Staff Qualifications & Resumes Available Upon Request)	
Health Inspections	**$100/Hour as-needed**
Permit Technicians	**$55/Hour as-needed**
Stormwater Reviews	**$125/Hour as-needed**
Zoning Reviews	**$110/Hour as-needed**

Alternatively, we would also like to present the Village with a flat fee schedule. We will work with the Village staff to establish what would best suit its requirements and budget.

Flat Fee	
Residential Zoning Review	**$139.00**
Residential New Construction (up to 1,500 SF)	**$370.00**
Residential New Construction (1,501 SF - 2,000 SF)	**$462.00**
Residential New Construction (2,002 SF -3,500 SF)	**$646.00**
Residential New Construction (3,500 + SF)	**$785.00**
Residential New Construction (Porches and Decks)	**$139.00**
Residential Existing Structures (up to 1,500 SF)	**$369.00**
Residential Existing Structures (1,501 -2,000 SF)	**$554.00**
Residential Existing Structures (2,001 - 3,500 SF SF)	**$6,000.00**
Residential Existing Structures (3,500 + SF)	**$693.00**
Commercial Zoning Review	**$185.00**

Flat Fee	
Buildings (up to 2,500 SF)	**$600.00**
Buildings (2,501 - 7,500 SF)	**$1,108.00**
Buildings (7,501 -10,000 SF)	**$1,384.00**
Buildings (10,001 - 25,000 SF)	**$3,232.00**
Buildings (25,001 - 50,000 SF)	**$4,155.00**
Buildings (50,001 - 100,000 SF)	**$4,617.00**
Buildings (100,001 - 200,000 SF)	**$11,543.00**
Buildings (100,001 - 200,000 SF)	**$13,851.00**
Buildings (Each Additional 25,000 SF)	**$1,293.00**
Fire Protection Only Review	**$185.00**
Sprinkler Heads (up to 100 Heads)	**$462.00**
Sprinkler Heads (101 - 200 Heads)	**$646.00**
Sprinkler Heads (201 - 300 Heads)	**$785.00**
Sprinkler Heads (301 - 500 Heads)	**$1,108.00**
501 + Sprinkler Heads	**$1108 + $26 /50**
Carbon Dioxide Clean Agent system	**$231.00**
Fire Detection and Alarm Systems (up to 2,500 SF)	**$462.00**
Fire Detection and Alarm Systems (2,501 - 7,500 SF)	**$646.00**
Fire Detection and Alarm Systems (7,501 - 10,000 SF)	**$785.00**
Fire Detection and Alarm Systems (10, 001 - 25,000 SF)	**$1,108.00**
Fire Detection and Alarm Systems (25,001 - 50,000 SF)	**$1,293.00**
Fire Detection and Alarm Systems (50,001 - 100,000 SF)	**$1,477.00**
Fire Detection and Alarm Systems (100,001 - 200,000 SF)	**$1,662.00**
Fire Detection and Alarm Systems (200,001 - 400,000 SF)	**$1,970.00**
# SF over 400,001 SF	**.10 SF**
Dry Chemical	**$416.00**
Hood System Review	**$416.00**
Ansul System Review	**$416.00**
Residential and Commercial Inspections	**$67.00**
Expedited Review Services and Off Hour Inspections	
Residential and Commercial Plan Review	**Fee + 25%**
Residential and Commercial Inspections (All Trades and fire)	**$134.00**



Tab H

Required Documents

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PROPOSAL SUMMARY SHEET

RFP 21-021

PROFESSIONAL PLAN REVIEW, INSPECTION AND SUPPORT SERVICES ON AN AS NEEDED BASIS

Business Name: SAFEbuilt Illinois, LLC

Street Address: 3755 Precision Dr., Ste. 140

City, State, Zip: Loveland, CO 80538

Contact Name: Steve Nero

Title: Senior Director, Business Development

Phone: 312.339.0436 Fax: 877.203.2704

E-Mail address: snero@safebuilt.com

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Tom Wilkas

Signature of Authorized Signee:

Title: Chief Financial Officer Date: 4/15/2021

ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Tom Wilkas, as Chief Financial Officer
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of SAFEbuilt Illinois, LLC, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [X] **No** [ ]

Federal Employer I.D.#: 46-2340439
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
_X_ LLC
___ Corporation _____ _____
(State of Incorporation) *(Date of Incorporation)*

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes** [X] **No** [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY: Yes** [X] **No** [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes [x] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes [X] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

TPW

Signature of Authorized Officer

Tom Wilkas

Name of Authorized Officer

Chief Financial Officer

Title

4/15/2021

Date

ORLAND PARK
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY
Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Primary Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY
$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)
$1,000,000 – Each Occurrence
$1,000,000 – Aggregate
EXCESS MUST COVER: Professional liability

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 15 DAY OF April, 20 21

Signature

Authorized to execute agreements for:

Tom Wilkas, Chief Financial Officer
Printed Name & Title

SAFEbuilt Illinois, LLC
Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME:
PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425
E-MAIL ADDRESS: rdelich@rbninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Navigators Insurance Company	42307
INSURER D : Twin City Fire Insurance Co.	29459
INSURER E : Great American E&S Ins. Co.	37532
INSURER F :	

INSURED SAFELLC-01
SAFEbuilt Holding Company
SAFEbuilt, LLC (See Attached)
3755 Precision Drive, Ste 140
Loveland CO 80538

COVERAGES **CERTIFICATE NUMBER:** 775553796 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83UENZV3951	10/3/2020	10/3/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [ ] OCCUR [X]						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UENPY9100	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CH20EXC885600IV	10/3/2020	10/3/2021	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECE0623	5/12/2020	5/12/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			TER285-99-95	10/3/2020	10/3/2021	Each Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
[redacted] is an Additional Insured as respects General Liability as required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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