

RESOLUTION 23-116

A RESOLUTION TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH SAFE BUILT AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDED AGREEMENT FOR RESIDENTIAL PLAN REVIEW SERVICES.

WHEREAS, the City of Spring Hill's Mayor and Board of Mayor of Alderman approved resolution 18-149 permitting the mayor to execute a professional service agreement with SafeBuilt for nonresidential plan review services.

WHEREAS, the City of Spring Hill intends to amend the professional service agreement to extend services to include residential plan review services on an as needed bases as determined by the City of Spring Hill; and

WHEREAS, the Building and Codes Department currently is experiencing limited staffing and ability to provide professional plan review services and inspection services in a timely manner;

WHEREAS, an amendment to the existing Professional Services Agreement has been prepared that provides the terms for providing additional third-party services for the remainder of the contract period.

WHEREAS, the following exhibits have been attached for further support and documentation of Resolution 23-108;

1. Exhibit A – Resolution 18-149 and Executed Contract from 2018
2. Exhibit B – Amendment #1 to Resolution 18-149 Professional Service Agreement with Safe Built.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman authorizes the following:

1. The Mayor of the City of Spring Hill, TN to execute Amendment #1 to the Professional Services Agreement between the City of Spring Hill and Municipal Inspection Partners

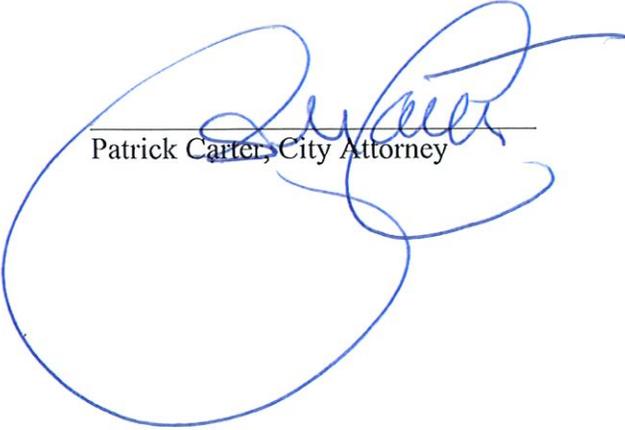
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill Tennessee on this 20th day of June, 2023.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Amendment 1 to Resolution 18-149

Purpose: to establish temporary services for residential plan review. The Development Services department is experiencing staffing issues and extension of services for a limited time will afford development to occur with minimal interruption.

Time of agreement: Professional services for residential plan review shall be on an as needed basis. The City will communicate in writing to SafeBuilt the time at which residential plan review services are no longer needed. The terms of Amendment 1 to Resolution 18-149 shall expire in accordance with the original terms of Resolution 18-149.

Scope:

1. Expedited Plan review services for residential plan review. On an as needed basis determined by the City of Spring Hill. Scope of services include:
 - a. Plan review services shall consist of the review of plans, calculations, reports and specifications for compliance with applicable codes including current Federal, State and local adopted standards (see below a list of local adopted codes).
 - b. Perform all necessary communications with the applicant and applicant's architect/engineer including preparation of detailed correction lists referencing sheet or page number and applicable code reference. A standardized correction list template shall be established to promote consistency in tracking and reporting of corrections.
 - c. Conduct all necessary plan submittal checks and re-checks to achieve conformance to applicable codes and regulations.
 - d. Coordinate plan review and reporting activities with the Building Official or his/her designee.
 - e. Additionally, there may be times when the selected individual or firm is asked to meet at City Hall for development review meetings to discuss the plan review with the applicant and/or City staff. The City has capabilities to conduct remote meetings using various software but, the preference will be for meetings in person.

Fees:

Residential Plan Review

1. The fee model for residential will align with the fee model established by resolution 18-149 as describe in the contract under section 9.
2. A \$100 fee will be required for the city and then additional fees will be owed to the third-party SafeBuilt.
3. All other city fees such as but not limited to sewer tap, water tap, and development impact fees will still be applied. The building permit review fees will be modified to allow for 3rd party review.
4. The proposed Fee Schedule for Residential fees is as shown below:
 - a. Single Family Review Fee: \$105.00 per hour with a one hour minimum.

Attached Exhibits:

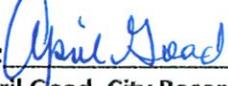
1. **Resolution 18-149**
2. **Original Contract**
3. **Resolution 23-116 To amend Resolution 18-149**

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and the Provider has caused this Agreement to be signed in its corporate name by its authorized representative as dated below.

CITY OF SPRING HILL, TENNESSEE

By:  Date: 6-21-2023
Jim Hagaman, Mayor

ATTEST:

By:  Date: 6-21-2023
April Goad, City Recorder

PROVIDER - ~~SAFEbuilt~~ SAFEbuilt, LLC

By:  Date: June 26, 2023
~~SafeBuilt~~ Signature Authority
SAFEbuilt, LLC - Gary Amato, CAO

Legal Form Approved by:

By:  Date: 10.5.2023
Patrick Carter City Attorney



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SPRING HILL DEVELOPMENT SERVICES DEPARTMENT

5001 Northfield Lane • Suite 600 • Spring Hill,

Tennessee 37174 615-302-3462 | Fax:

931-499-7999 www.springhilltn.org

Pete Hughes
Development Director

Lance Holdorf
City Engineer

Chris Brooks
Building Official



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Residential Plan Review

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2. A \$100 fee will be required for the city and then additional fees will be owed to the third-party Municipal Inspection Partners.
3. All other city fees such as but not limited to sewer tap, water tap, and development impact fees will still be applied. The building permit review fees will be modified to allow for 3rd party review.
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RESOLUTION 18-149

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SAFEUILT LLC FOR BUILDING PLAN REVIEW SERVICES

WHEREAS, the City of Spring Hill's Building and Codes Department issued a total of 804 building permits in 2017 and to date in 2018 have issued 502 new residential, 48 residential buildout, 12 new commercial, and 34 commercial buildout building permits with non-residential permits continuing to require on average more than 10 business days to complete the plan review process in order to issue a building permit for a non-residential project; and

WHEREAS, the Building and Codes Department works diligently with limited staff resources to review residential and non-residential construction plans for the issuance of building and related permits; and

WHEREAS, the City of Spring Hill provides building plan review services and incurs certain costs in the review of construction plans and related documents for the issuance of building and related permits; and

WHEREAS, the Board of Mayor and Aldermen approved Resolution 17-115 to amend the Building Permit Fee Schedule to include provisions for the establishment of a Plan Review Fee;

WHEREAS, Resolution 17-115 provide the option for in-house review of all types of building plans as well as the ability to utilize third-party building plan review services for multifamily and all types of non-residential construction projects to assist staff in managing the plan review workload and to provide an expedited option for applicants to secure a building permit, the cost of such third-party building plan review services being the responsibility of the applicant including an administrative fee for the City in administering such services; and

WHEREAS, the City published a Request for Qualifications on June 15, 2018 to solicit proposals from qualified third-party consultants to provide building plan review services to the City; and

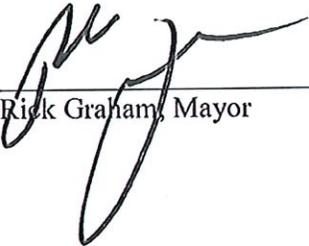
WHEREAS, SAFEuilt LLC meets the qualifications and requirements set forth in the Request for Qualifications for providing building plan review services to the City; and

WHEREAS, a Professional Services Agreement has been prepared that provides the terms for providing building plan review services including Exhibit A, Scope of Services and Exhibit B, Fee Schedule, attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman authorizes the following:

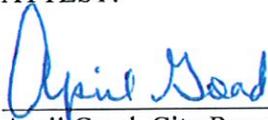
1. The Mayor of the City of Spring Hill, TN to execute the Professional Services Agreement between the City of Spring Hill and SAFEbuilt LLC including Exhibits A and B, hereto attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill Tennessee on this 20th day of August, 2018.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 18-149

SUBMITTED BY: Chuck Downham, Assistant City Administrator and
Chris Brooks, Director of Building & Codes

DATE: August 6, 2018

RE: Resolution to Authorize Mayor to Execute a Professional
Services Agreement with SAFEbuilt, LLC for Building Plan
Review Services

ATTACHMENTS: Resolution 18-149 and supporting documentation

PURPOSE:

To approve Resolution 18-149 to authorize the Mayor to execute a Professional Services Agreement with SAFEbuilt, LLC to provide building plan review services.

BACKGROUND:

The Board of Mayor and Aldermen approved Resolution 17-115 (attached) that provided for the establishment of a plan review fee for building plan review performed either by the City or by a third-party provider upon request by an applicant to help expedite the plan review and permitting process. If an applicant decides to utilize a third-party building plan review service, the applicant is responsible for the total cost of such service along with a \$100 processing fee payable to the City. Following adoption of Resolution 17-115, City staff researched cities utilizing third-party plan review services across Tennessee as well as throughout the U.S. and found a variety of different approaches to the use of such services.

One of the preferred methods for using such services was to engage a third-party plan review consultant utilizing a Professional Services Agreement that provided specific requirements for the provision of building plan review services. A draft Professional Services Agreement was prepared specific to the provision of building plan review services. Most communities utilize a qualifications-based selection process which was the approach taken by City staff with the preparation of a Request for Qualifications (RFQ). Many of the cities reviewed including the City of Franklin utilize multiple plan review consultants in order to provide multiple choices for an applicant to utilize in the event one of the consultants is not able to provide timely turnaround due to workload or other issues. City staff approached the selection process with the goal of selecting at least 2 or 3 qualified consultant firms to establish the third-party building plan review process with the City.

The City received a total of seven responses to the RFQ. Following receipt of the qualification packages from each of the consultants, City staff reviewed each in order to confirm qualifications met the criteria set forth in the RFQ and from this initial review to identify a short

list of consultants to conduct oral interviews. Each consultant provided their preferred fee schedule following the interview to confirm the fee schedule would not exceed the parameters set forth in the RFQ that building plan review fees not exceed one-half or 50% of the building permit fee. The short-listed consultant firms included SAFEbuilt, FSCI, and Municipal Inspection Partners. Following the oral interviews City staff provided each consultant with an example of a past commercial project the City had issued a building permit for to request that they each provide a calculated fee based on this project to confirm their preferred fee structure did not exceed the parameters set forth in the RFQ. Below is a summary of the fee estimates provided by each consultant. The consultants used their own preferred fee approach with two basing their fee calculations on the latest published ICC Construction Valuation Tables. SAFEbuilt and Municipal Inspection Partners provided fee estimates that did not exceed the fee parameter set forth in the RFQ and Professional Services Agreement and in both instances were below what the City would charge for plan review services utilizing its current fee approach for calculating a building permit fee.

Commercial Structure – Fast Food Restaurant w/ Drive-Thru A-2 Occupancy; Type VP Construction 2,668 SF Finished Floor Area ICC Construction Valuation w/ Modifier (basis for plan review calculation by plan review consultants) = 2,668 x \$140.94 = \$376,027.92 Actual Building Permit Fee Collected by City (Based on current fee schedule and a building valuation from applicant of \$856,842) = \$4,514.21			
	Fee Basis	Fee Calculated	# Plan Review Cycles
City of Spring Hill	20% of Building Permit Fee	\$902.84	No limit on review cycles
Consultant A	40% of Building Permit Fee using ICC Valuation Table)	\$756.04	Based on two review cycles
Consultant B	Based on cubic ft of structure (42,600 cf)	Exceeds amount allowed per PSA	Based on two review cycles
Consultant C	Based on Total Finish Floor (2,668) using ICC Valuation Table	\$760.08	Based on two review cycles

The consultants selected for interviews each provide a basic approach to providing building plan review services that focus upon consistency and thoroughness along with effective communication both to the City and to the applicant and their design professionals. Upon selection, each consultant will formalize protocols and procedures for document transmittals, record keeping, communication of findings, and interface between the applicant, consultant, and the City with a focus upon accurate and timely and accurate record keeping.

City staff is recommending the Board of Mayor and Aldermen consider engaging through the execution of a Professional Services Agreement with SAFEbuilt and Municipal Inspection Partners to provide building plan review services to the City. SAFEbuilt and Municipal Inspection Partners meet the requirements set forth in the Request for Qualifications and

provide fee structures that are within the parameters set forth in the Professional Services Agreement.

Qualifications of SAFEbuilt

SAFEbuilt was founded in 1992 for the sole purpose of providing support services to building departments in local government. SAFEbuilt has more than 1,100 full-time employees and contracts in 14 states. Personnel that will be assigned to the City of Spring Hill including John Boland who is a Master Code Professional along with a team of plan review consultants that will provide a comprehensive array of credentials for building plan review services. The Atlanta office of SAFEbuilt will be the primary office assigned to Spring Hill. SAFEbuilt utilizes a variety of technology and processes to deliver seamless and timely plan review services to support the local building permit process. Plan review services typically will take 5-7 business days with none exceeding the 10 days provided in the Professional Services Agreement. The basis for calculating the building plan review fee is 40% of the construction valuation determination based upon the latest published edition of the ICC Construction Valuation Table.

Professional Services Agreement

Staff prepared a Professional Services Agreement (PSA) that outlines in detail the terms and scope of services for the provision of building plan review services between the consultant and the City of Spring Hill. The draft PSA was reviewed by the City Attorney and reflects recommended refinements. The PSA provides for 3-year term with a one-year renewal approved by the Board for a maximum of five years. The PSA includes provisions addressing insurance requirements, compensation and billing, and licensure as well as specific exhibits outlining the scope of work (Exhibit A) within which service expectations are detailed and Exhibit B referencing the consultants preferred fee structure for providing building plan review services and other services as may be needed by the City.

FINANCIAL IMPACT:

As provided in Resolution 17-115, the applicant shall be responsible for 100 percent of the building plan review fee charged by the consultant in the review of multifamily and non-residential building plans for issuance of a building permit. The applicant will also be required to pay a \$100 processing fee to the City of Spring Hill for such services to recover costs associated with managing the plan review process along with document coordination and interface with the consultant. In the event an applicant for a non-residential project decides to utilize the City's building plan review services, the applicant will be required to pay a plan review fee equal to 1/5th (20 percent) of the calculated building permit fee as determined by the Building Official to be paid in advance of such services being provided plus the required \$100 processing fee.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 18-149 to authorize the Mayor to execute the Professional Service Agreement with SAFEbuilt LLC to perform building plan review services for the City of Spring Hill.

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

Following adoption of the Resolution, Staff will notify developers and design professionals of the option that will be available for applicants to engage in third-party building plan review services to help expedite plan review and permitting for multifamily and non-residential projects.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this 20th day of August, 2018 by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), and **SAFEbuilt, LLC** whose address is 3755 Precision Drive, Suite 140 Loveland, CO 80538, (the "Provider"), in reference to the following:

WHEREAS, the City desires to supplement in-house staff resources with on-call building permit plan review services in advance of the issuance of a building permit and related permits; and

WHEREAS, the City and Provider desire to contract for the specific services described in Exhibit A (hereinafter referred to as "Scope of Services"); and

WHEREAS, the Provider was selected through a qualifications-based selection process and has demonstrated the necessary expertise, experience and personnel to complete the Scope of Services; and

NOW, THEREFORE it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF SERVICES

The Provider agrees to furnish to the City the following services:

See attached Exhibit A

The Provider represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. The Provider further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

2. EFFECTIVE DATE

Effective Date of this Agreement shall be August 20, 2018.

3. TERM OF AGREEMENT

- 3.1 The services contemplated in the Agreement are to be provided on an as-needed basis in response to direct City needs and the needs of the City associated with reviewing building plans from applicants.
- 3.2 The term of this Agreement shall continue for a period of three (3) years after which the term may continue on a yearly basis upon approval by the City not to exceed a total of five (5) years or until suspended or terminated pursuant to Section 7 of this Agreement.

4. OWNERSHIP OF WORK

All drawings, specifications, reports and any other project documents prepared by Provider in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. Provider shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. Provider agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by Provider pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

5. USE OF SUBCONSULTANTS

The Provider shall not assign or subcontract for the performance of any obligation under the Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole discretion. Should the Provider assign any obligation arising under the Agreement with the consent of the City, the Provider shall remain primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement. Further, should the Provider request to assign the performance of any obligation arising hereunder to a subcontractor, the Provider expressly provides consent to the City to contract directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amend of this Agreement to reduce the scope and cost accordingly.

6. STANDARD OF CARE

The Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in middle Tennessee and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

7. TERMINATION

7.1 Either Party shall have the right to terminate this Agreement with cause without prior notice thereof and without cause upon thirty (30) calendar days. Provider agrees to cease all work under this Agreement on or before the effective date of such notice.

7.2 In the event of this Agreement by City, with or without cause, Provider shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Provider be entitled to receive more than the amount that would be paid to Provider for the full performance of the services required by this Agreement. Provider shall have no other claim against City by reason of such termination, including any claim for compensation.

8. INSURANCE

The Provider shall obtain, maintain, and keep in full force and effect during the term of this Agreement, or any extension hereof, all of the following minimum scope of insurance coverages with an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

- 8.1** Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence, Two Million Dollars (\$2,000,000), aggregate.
- 8.2** Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence for bodily injury and property damage.
- 8.3** Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- 8.4** Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Provider shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for four (4) years after completion of the work hereunder.
- 8.5** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - 8.5.1** The City of Spring Hill, Tennessee and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Provider pursuant to this Agreement; products and completed operations of the Provider; premises owned, occupied, or used by the Provider; automobiles owned, leased, hired, or borrowed by the Provider."

9. COMPENSATION AND BILLING

- 9.1** The Provider shall receive compensation for work and services to be performed in accordance with the Scope of Services, whereby the building permit applicant for a multifamily or non-residential construction project shall pay one hundred percent

(100%) of the plan review fee charged by the Provider for all plan review services rendered by the Provider.

- 9.2 The Provider shall provide building plan review services and receive compensation for same based upon the fee schedule contained in Exhibit B attached hereto.
- 9.3 The Provider shall present the City with a detailed breakdown of all charges proposed for the performance of plan review services for a pending building permit application including charges for additional plan review services beyond the initial plan review. The detailed breakdown provided of all charges presented by the Provider shall be utilized as the basis for assessing the building permit applicant a plan review fee for plan review services to be performed by the Provider.
- 9.4 The plan review fee shall be paid by the applicant prior to issuance of a work authorization by the City to the Provider to perform plan review services. The City shall issue a written work authorization to the Provider in advance of performing plan review services. Any work or plan review services provided by the Provider in advance of the issuance of the written work authorization by the City shall be at risk and the City shall have no obligation or responsibility to compensate the Provider for said work or services undertaken in advance of the issuance of a written work authorization.
- 9.5 As an alternative method for invoicing for building plan review services, the Provider may upon written authorization from the City invoice an applicant directly for the provision of building plan review services. The Provider shall provide the applicant with a written estimate for building plan review services a copy of which shall also be provided to the City. The Provider shall not provide building plan review services until written authorization has been received from the applicant authorizing the Provider to perform building plan review services. Building plan review services shall not be performed by the Provider until payment in full has been received from the applicant. The Provider shall be solely responsible for collecting the building plan review fee owed by the applicant and any additional fees that may be required in the performance of building plan review services.
- 9.6 The plan review fee charged by the Provider for all plan review services rendered by the Provider shall not exceed one-half (1/2) the fee assessed for the building permit, excluding the processing fee charged by the City for use of a third-party plan review service.
- 9.7 In the event the Provider invoices an applicant directly for providing building plan review services, the Provider shall maintain records of the Providers transactions with applicants for the provision of building plan review services based upon generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

- 9.8 In the event the Provider seeks to change the fee schedule, the Provider shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. Any change in fee schedule shall not exceed one-half (1/2) the fee assessed for the building permit, excluding the processing fee charged by the City for use of a third-party plan review service.
- 9.9 The Provider will invoice the City on a monthly basis and provide all supporting documentation. All payments are due to the Provider within 30 days of invoice date. Payments owed to Provider but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days, services will be discontinued until all invoices are paid in full.

10. CONFIDENTIALITY

The Provider agrees to keep and maintain all plans, specifications, reports and findings, and other supporting documentation and information required to comply with any applicable laws. The Provider agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Provider further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. The Provider shall comply with the record retention and documentation requirements as provided under local, state and federal law. The Provider shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Provider may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extension.

11. INDEPENDENT PARTIES

- 11.1 The Provider shall be an independent Contractor. The Provider is not an employee, agent or representative of the City of Spring Hill. The successful Provider shall obtain and maintain, at the Provider's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Provider shall furnish copies of all such permits, licenses or approvals to the City of Spring Hill representative within ten (10) days after issuance of Notice to Proceed.
- 11.2 Inasmuch as the City of Spring Hill and the Provider are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Provider agrees not to represent itself as the City's agent for any purpose to any party or to allow

any employee of the Provider to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Provider shall assume full liability for any contracts or agreements the Provider enters into on behalf of the City of Spring Hill without the express knowledge and prior written consent of the City.

12. NON-DISCRIMINATION

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Provider agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Provider or Provider's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. INDEMNITY AND HOLD HARMLESS

The Provider shall agree to indemnify and hold the City, its officers, agents and/or employees harmless from and against any and all third-party claims, lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the City, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Provider, its agents or employees. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason. Provider shall have no obligations under this Section to the extent that any Claim arises as a result of Providers compliance with City law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from the City.

14. SOLICITATION/HIRING OF PROVIDER'S EMPLOYEES

During the term of this Agreement and for one year thereafter, neither parties shall solicit or recruit or attempt to solicit or recruit any employee or former employee of any party to this Agreement including but not limited to supervisors or managers, customer relations personnel, accounting personnel, and other support personnel of either party. Parties agree that this provision is reasonable and necessary in order to preserve and protect Provider's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that either party hires any such employee during the specified period, the party that hires the employee shall pay to the other party a placement fee equal to 5% of the employee's annual salary including bonus.

15. LICENSURE

17. COMPLIANCE WITH LAWS AND LICENSES

The Provider must obtain all necessary licenses and comply with local, state and federal requirements. The Provider shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

18. VENUE AND JURISDICTION

Venue and jurisdiction for any legal proceeding hereunder shall be the Circuit Court for Maury County, Tennessee.

19. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Tennessee.

20. ASSIGNMENT

The Provider shall not assign or subcontract the whole or any part of this Agreement without the City of Spring Hill's prior written consent.

21. MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and the Provider.

22. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby.

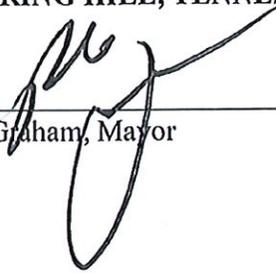
23. ENTIRE AGREEMENT

This Agreement, together with attached exhibits, constitutes the entire Agreement between the parties with respect to the subject matter contained herein, all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representations, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and the Provider has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

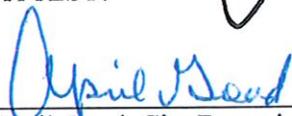
CITY OF SPRING HILL, TENNESSEE

PROVIDER – SAFEbuilt, LLC

By: 
Rick Graham, Mayor

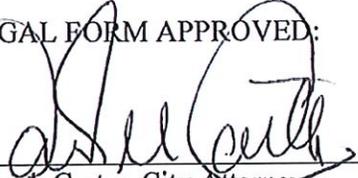
Thomas P. Wilkas, CFO

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

EXHIBIT A SCOPE OF SERVICES FOR PLAN REVIEW SERVICES

Scope

The Building and Codes Department coordinates all plan review and building permit and inspection functions. City staff will perform the zoning and subdivision code reviews where applicable and required. The consultant will:

1. Review non-residential building plans for compliance with all applicable building code provisions in addition to compliance with applicable state and federal laws. These services primarily include an initial review and up to two (2) subsequent reviews of building construction plans.
2. Plan review services shall consist of the review of plans, calculations, reports and specifications for compliance with applicable codes including current Federal, State and local adopted standards (see below a list of local adopted codes).
3. Perform all necessary communications with the applicant and applicant's architect/engineer including preparation of detailed correction lists referencing sheet or page number and applicable code reference. A standardized correction list template shall be established to promote consistency in tracking and reporting of corrections.
4. Conduct all necessary plan submittal checks and re-checks to achieve conformance to applicable codes and regulations.
5. Coordinate plan review and reporting activities with the Senior Building Official or his/her designee.
6. Additionally, there may be times when the selected individual or firm is asked to meet at City Hall for development review meetings to discuss the plan review with the applicant and/or City staff. The City has capabilities to conduct remote meetings using various software but, the preference will be for meetings in person.

The City has adopted the following codes with some local amendments as noted in the City's Code of Ordinances:

- 2012 International Building Code
- 2012 International Residential Code – One and Two-Family
- 2012 International Fire Code
- 2012 International Plumbing Code
- 2012 International Mechanical Code
- 2012 International Gas Code
- 2009 International Energy Conservation Code
- 2012 National Electrical Code

The City is currently considering adoption of a more recent version of the International Energy Conservation Code. During the term of the agreement between the individual or firm and the City, the individual or firm will be required to keep informed of applicable local, state and federal laws and regulations.

Service Expectations

The following is a summary of the minimum expectations of the individual or firm performing plan review services for the City. Final service expectations shall be established during contract negotiations.

1. Qualified personnel shall perform plan review services and shall maintain all necessary licenses and certifications required to perform such services.
2. Individual or firm will coordinate as needed with City staff and/or applicant in transmitting or delivering plan documentation for use by the individual or firm in performing plan review services. The individual or firm shall pick up or cause to be delivered all plans and supporting documentation within 24 hours of notification by the City to perform plan review services.
3. The standard turn-around time for assigned plan reviews shall be ten (10) working days for the initial review five (5) working days for rechecks unless otherwise directed and authorized by the City and agreed upon by the individual or firm. The turnaround time will be measured from the time a plan is received and sent back with complete comments. When authorized by the City and agreed to by the individual or firm performing the plan review services, applicant-initiated expedited plan review may be accommodated and shall be compensated at a rate agreed upon in advance in writing by the applicant prior to performing the expedited plan review service.
4. The individual or firm performing plan review services shall prepare and submit for consideration by the City a plan review letter in a format acceptable to the City containing comments that are specific, detailed, complete and reference plan sheet numbers and code sections where applicable. Two copies of the plan check correction list shall be provided to the City for each project reviewed.
5. Individual or firm will maintain specific records of completed plan reviews and reports and provide them, preferably in electronic format, to the City on as close to real-time as practical.
6. Individual or firm will provide monthly invoices, if applicable, which will include a detailed description of all work performed. Billing rates and terms will be as provided in the Professional Services Agreement.
7. Individual or firm (including consultants and subconsultants) shall carry at all times not less than the insurance coverages contained in the Professional Services Agreement.



**EXHIBIT B
FEE SCHEDULE
FOR PLAN REVIEW SERVICES**

1. FEE STRUCTURE

Provider fees for Services provided pursuant to this Agreement will be as follows:

40% of the City's current commercial permit fee (\$5.00 per \$1,000 of construction cost) with \$125 for the first \$25,000 of construction cost.

Construction costs to be calculated using the International Code Council (ICC) Building Valuation Data (BVD) Table.

Expedited Plan Review Fee to be mutually determined between Provider and the City and/or applicant on a project by project basis.

2. REIMBURSEABLES

Provider shall be reimbursed for shipping costs to transfer plans between Provider's plan review office and Spring Hill's City Hall. These costs shall be included in project invoicing.

3. INVOICE & PAYMENT STRUCTURE

Provider will invoice the City on a monthly basis and provide all supporting documentation. All payments are due to the Provider within 30 days of invoice date. Payments owed to Provider but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. *If payment is not received within ninety (90) days, services will be discontinued until all invoices are paid in full.*



REQUEST: Approval of Resolution 18-149

SUBMITTED BY: Chuck Downham, Assistant City Administrator and
Chris Brooks, Director of Building & Codes

DATE: August 6, 2018

RE: Resolution to Authorize Mayor to Execute a Professional
Services Agreement with SAFEbuilt, LLC for Building Plan
Review Services

ATTACHMENTS: Resolution 18-149 and supporting documentation

PURPOSE:

To approve Resolution 18-149 to authorize the Mayor to execute a Professional Services Agreement with SAFEbuilt, LLC to provide building plan review services.

BACKGROUND:

The Board of Mayor and Aldermen approved Resolution 17-115 (attached) that provided for the establishment of a plan review fee for building plan review performed either by the City or by a third-party provider upon request by an applicant to help expedite the plan review and permitting process. If an applicant decides to utilize a third-party building plan review service, the applicant is responsible for the total cost of such service along with a \$100 processing fee payable to the City. Following adoption of Resolution 17-115, City staff researched cities utilizing third-party plan review services across Tennessee as well as throughout the U.S. and found a variety of different approaches to the use of such services.

One of the preferred methods for using such services was to engage a third-party plan review consultant utilizing a Professional Services Agreement that provided specific requirements for the provision of building plan review services. A draft Professional Services Agreement was prepared specific to the provision of building plan review services. Most communities utilize a qualifications-based selection process which was the approach taken by City staff with the preparation of a Request for Qualifications (RFQ). Many of the cities reviewed including the City of Franklin utilize multiple plan review consultants in order to provide multiple choices for an applicant to utilize in the event one of the consultants is not able to provide timely turnaround due to workload or other issues. City staff approached the selection process with the goal of selecting at least 2 or 3 qualified consultant firms to establish the third-party building plan review process with the City.

The City received a total of seven responses to the RFQ. Following receipt of the qualification packages from each of the consultants, City staff reviewed each in order to confirm qualifications met the criteria set forth in the RFQ and from this initial review to identify a short

list of consultants to conduct oral interviews. Each consultant provided their preferred fee schedule following the interview to confirm the fee schedule would not exceed the parameters set forth in the RFQ that building plan review fees not exceed one-half or 50% of the building permit fee. The short-listed consultant firms included SAFEbuilt, FSCI, and Municipal Inspection Partners. Following the oral interviews City staff provided each consultant with an example of a past commercial project the City had issued a building permit for to request that they each provide a calculated fee based on this project to confirm their preferred fee structure did not exceed the parameters set forth in the RFQ. Below is a summary of the fee estimates provided by each consultant. The consultants used their own preferred fee approach with two basing their fee calculations on the latest published ICC Construction Valuation Tables. SAFEbuilt and Municipal Inspection Partners provided fee estimates that did not exceed the fee parameter set forth in the RFQ and Professional Services Agreement and in both instances were below what the City would charge for plan review services utilizing its current fee approach for calculating a building permit fee.

Commercial Structure – Fast Food Restaurant w/ Drive-Thru			
A-2 Occupancy; Type VP Construction			
2,668 SF Finished Floor Area			
ICC Construction Valuation w/ Modifier (basis for plan review calculation by plan review consultants) = 2,668 x \$140.94 = \$376,027.92			
Actual Building Permit Fee Collected by City (Based on current fee schedule and a building valuation from applicant of \$856,842) = \$4,514.21			
	Fee Basis	Fee Calculated	# Plan Review Cycles
City of Spring Hill	20% of Building Permit Fee	\$902.84	No limit on review cycles
Consultant A	40% of Building Permit Fee using ICC Valuation Table)	\$756.04	Based on two review cycles
Consultant B	Based on cubic ft of structure (42,600 cf)	Exceeds amount allowed per PSA	Based on two review cycles
Consultant C	Based on Total Finish Floor (2,668) using ICC Valuation Table	\$760.08	Based on two review cycles

The consultants selected for interviews each provide a basic approach to providing building plan review services that focus upon consistency and thoroughness along with effective communication both to the City and to the applicant and their design professionals. Upon selection, each consultant will formalize protocols and procedures for document transmittals, record keeping, communication of findings, and interface between the applicant, consultant, and the City with a focus upon accurate and timely and accurate record keeping.

City staff is recommending the Board of Mayor and Aldermen consider engaging through the execution of a Professional Services Agreement with SAFEbuilt and Municipal Inspection Partners to provide building plan review services to the City. SAFEbuilt and Municipal Inspection Partners meet the requirements set forth in the Request for Qualifications and

provide fee structures that are within the parameters set forth in the Professional Services Agreement.

Qualifications of SAFEbuilt

SAFEbuilt was founded in 1992 for the sole purpose of providing support services to building departments in local government. SAFEbuilt has more than 1,100 full-time employees and contracts in 14 states. Personnel that will be assigned to the City of Spring Hill including John Boland who is a Master Code Professional along with a team of plan review consultants that will provide a comprehensive array of credentials for building plan review services. The Atlanta office of SAFEbuilt will be the primary office assigned to Spring Hill. SAFEbuilt utilizes a variety of technology and processes to deliver seamless and timely plan review services to support the local building permit process. Plan review services typically will take 5-7 business days with none exceeding the 10 days provided in the Professional Services Agreement. The basis for calculating the building plan review fee is 40% of the construction valuation determination based upon the latest published edition of the ICC Construction Valuation Table.

Professional Services Agreement

Staff prepared a Professional Services Agreement (PSA) that outlines in detail the terms and scope of services for the provision of building plan review services between the consultant and the City of Spring Hill. The draft PSA was reviewed by the City Attorney and reflects recommended refinements. The PSA provides for 3-year term with a one-year renewal approved by the Board for a maximum of five years. The PSA includes provisions addressing insurance requirements, compensation and billing, and licensure as well as specific exhibits outlining the scope of work (Exhibit A) within which service expectations are detailed and Exhibit B referencing the consultants preferred fee structure for providing building plan review services and other services as may be needed by the City.

FINANCIAL IMPACT:

As provided in Resolution 17-115, the applicant shall be responsible for 100 percent of the building plan review fee charged by the consultant in the review of multifamily and non-residential building plans for issuance of a building permit. The applicant will also be required to pay a \$100 processing fee to the City of Spring Hill for such services to recover costs associated with managing the plan review process along with document coordination and interface with the consultant. In the event an applicant for a non-residential project decides to utilize the City's building plan review services, the applicant will be required to pay a plan review fee equal to 1/5th (20 percent) of the calculated building permit fee as determined by the Building Official to be paid in advance of such services being provided plus the required \$100 processing fee.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 18-149 to authorize the Mayor to execute the Professional Service Agreement with SAFEbuilt LLC to perform building plan review services for the City of Spring Hill.

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

Following adoption of the Resolution, Staff will notify developers and design professionals of the option that will be available for applicants to engage in third-party building plan review services to help expedite plan review and permitting for multifamily and non-residential projects.

COPY



Building Plan Review Services

Spring Hill, TN | July 10 2018

Dexter Sullivan

Business Development Lead

470.214.2411

dsullivan@safebuilt.com

Chris Miller

Regional Director

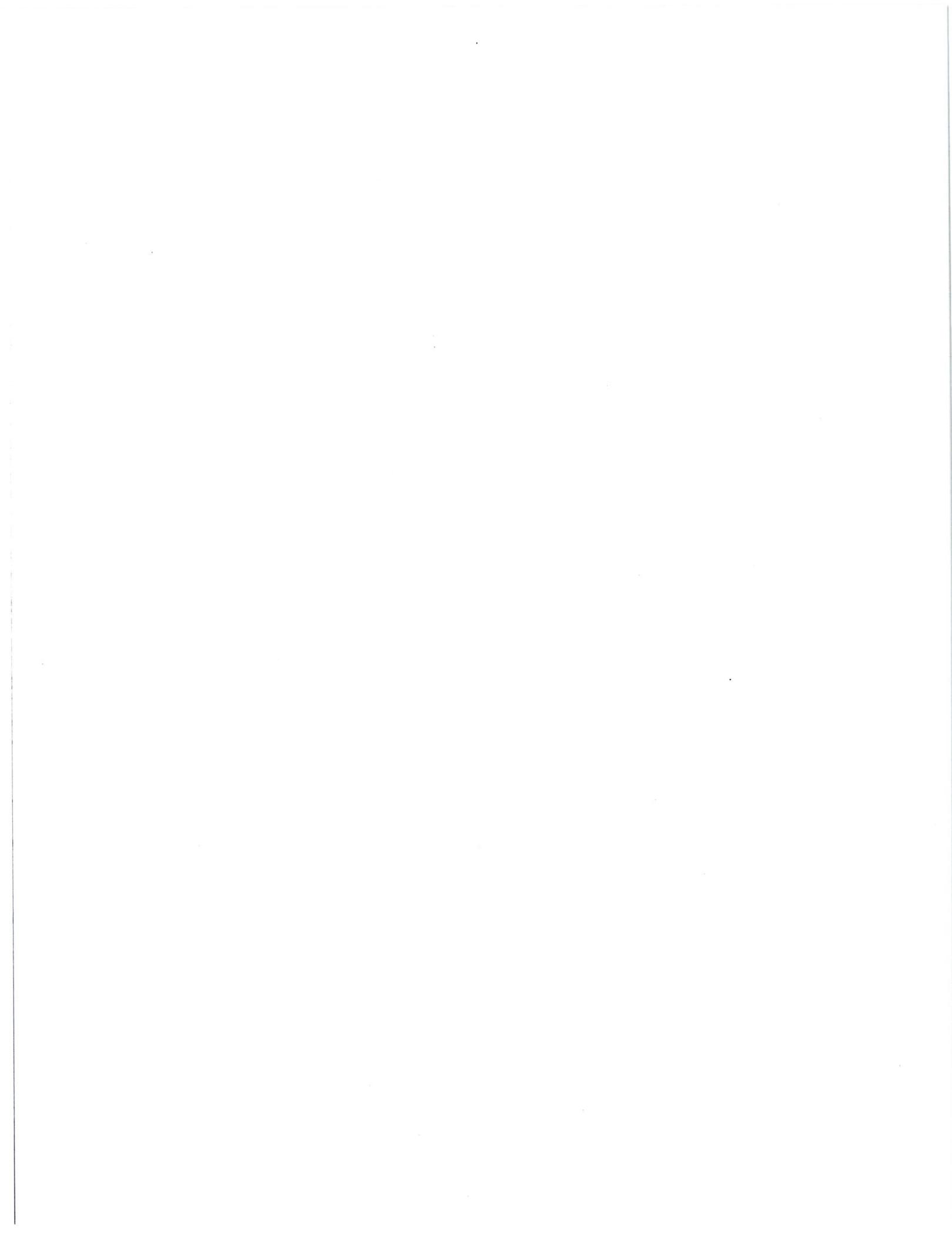
678.894.6347

cmiller@safebuilt.com



SAFEbuilt, LLC

SAFEbuilt.
www.SAFEbuilt.com



July 6, 2018

Chris Brooks, Director of Building and Codes

City of Spring Hill
199 Town Center Parkway
PO Box 789
Spring Hill, TN 37174

RE: Request for Qualifications for Building Plan Review Services

Due: July 10, 2018 at 2:00 PM EDT

Dear Mr. Brooks,

Please accept SAFEbuilt, LLC's (hereinafter referred to as SAFEbuilt) response to the City of Spring Hill's (the City) *Request for Qualifications for Building Plan Review Services*. We are highly qualified to perform external plan review of building projects to achieve compliance with all applicable codes and regulations.

We have been providing comprehensive Building Inspection Services since 1992. We currently partner with more than 700 government agencies in various capacities, helping communities across the country create safe and accessible places to live, work and thrive. We work with jurisdictions to understand their unique needs, and provide a solid team of highly qualified and experienced professionals to meet the goals and objectives of each community.

Our approach to the *Scope of Services* includes a proposed team of experienced professionals backed by a company with decades of experience. SAFEbuilt's established work plans, schedules, and quality control measures have provided communities with outstanding customer service and confidence in our ability to complete work on time and within budget. We meet or exceed the duties and tasks required.

Throughout our response, we detail our ability to support the City by providing the highest quality services and the most enhanced value to the City, not only through our vast experience, but also through dedication to customer service and establishing partnerships with the communities we serve.

We are excited for the opportunity to partner with the City. If you have any questions about our proposal, please contact Dexter Sullivan, Business Development Lead, at 470.214.2411 or dsullivan@safebuilt.com.

Best Regards,



Tom Wilkas | Chief Financial Officer
SAFEbuilt

Evaluation Criteria

Our team has thoroughly reviewed the *Request for Qualifications* (RFQ) and addressed each requirement, ensuring we are the most qualified to provide building and safety services for the City of Spring Hill. The following proposal addresses each of the below evaluation criteria.

City of Spring Hill

Qualifications

Experience

References

Capabilities/Availability and Capacity/Delivery

Table of Contents

Evaluation Criteria	1
1. Statement of Qualifications and Interest	3
a. Years in Business.....	3
b. Personnel.....	3
Continual Staff Development.....	5
2. Experience	11
a. Plan Review Services for Local Government.....	11
b. Sub-Consultants	13
3. References	14
Current References.....	14
4. Capability/Availability and Capacity/Delivery	15
a. Ability to Accomplish Scope of Services	15
b. Average Turnaround Time.....	15
c. Plan Review Services, Lead Plan Review Role, and Relationship with City.....	15
Plan Review Services	15
Lead Plan Review Role	18
Relationship with the City	18

1. Statement of Qualifications and Interest

SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional building department services to local governments. Today, SAFEbuilt is a national leader in providing value-added professional, technical and consulting services, partnering with over 700 communities of all sizes for the efficient delivery of contracted solutions. Our expertise includes, but is not limited to:

- ✓ Supplemental Building Department Services
 - » Building Inspections
 - » Plan Reviews
 - » Streamlined and Mobile Solutions
 - » Large Project Plan Reviews and Inspections
 - » Property Maintenance Inspections
 - » Disaster Support
- ✓ Full-Service Building Department Administration
 - » Building Official and Administrator
 - » Counter Service and Permitting
 - » Plan Review and Inspections
 - » Streamlined Web and Mobile Solutions
 - » Performance Measurements
- ✓ Arborist
- ✓ Housing Authority
- ✓ Planning & Zoning
- ✓ Code Enforcement
- ✓ Electronic Plan Review

a. Years in Business

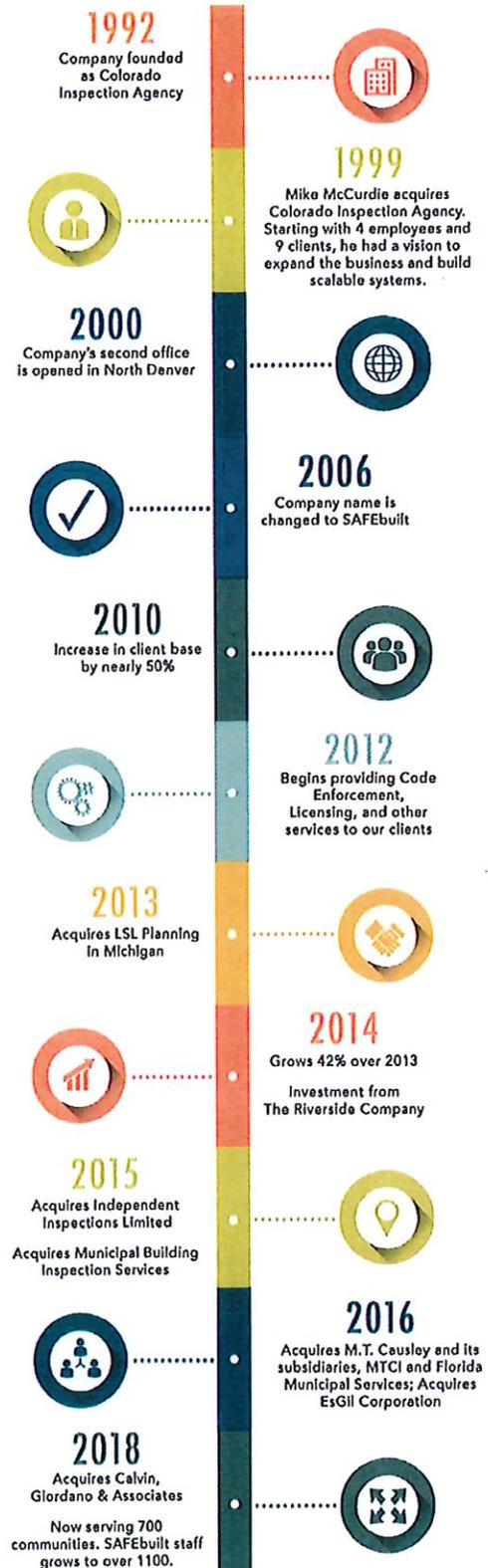
We have provided Municipal Building Department services for 26 years. Our team currently manages municipal contracts with more than 1,100 full-time employees and contracts in 14 states.

With our many years of experience, we have completed a wide variety of non-residential plan review and are staffed to accommodate the City's needs.

Our staff consists of a team of tried and true industry professionals who provide communities with consistent and responsive customer service every day. We approach our work with pride and professionalism, getting the job done the right way, day in and day out.

b. Personnel

We are committed to providing excellent personnel to work closely with the City. Our success is due to our ability to attract, develop, and retain a quality workforce readily available to serve our clients.



Using best practices, SAFEbuilt's plan reviewers will meet Spring Hill's service requirements, managing projects effectively and efficiently, completing all deliverables on-time and within budget. SAFEbuilt's team of experts is headquartered out of our regional Atlanta, Georgia, office and reviews will be provided consistent with the requirements listed in the 2012 IBC & 2009 IECC.

Our proposed staffing for the City is detailed in the table below. Please note each of the individuals have submitted an application for certification with the State of Tennessee.

Personnel	
Name and Role	Certifications
John Boland, PE, CBO, MCP Chief Building Official – Plan Review Team	Accessibility Inspector/Plans Examiner Commercial Combination Inspector Residential Energy Inspector/Plans Examiner Combination Inspector Electrical Inspector Commercial Electrical Inspector Building Plans Examiner Master Code Professional Combination Plans Examiner Electrical Code Official Commercial Energy Inspector Certified Building Official Mechanical Inspector Housing Code Official Commercial Energy Plans Examiner Building Code Official Plumbing Code Official Plumbing Inspector Residential Combination Inspector Plumbing Plans Examiner Mechanical Code Official Building Inspector ICC /AACE Property Maintenance and Housing Inspector Mechanical Code Specialist Electrical Plans Examiner Plumbing Code Specialist Mechanical Plans Examiner Building Code Specialist Residential Electrical Inspector
Don Wilkins, CBO, CFM, MCP Building Official/Plans Examiner	Combination Inspector Residential Energy Inspector/Plans Examiner Plumbing Inspector UPC Building Plans Examiner Combination Inspector - Legacy Plumbing Plans Examiner Accessibility Inspector/Plans Examiner Electrical Plans Examiner Certified Fire Marshal

	Fire Inspector I Certified Building Official Fire Inspector II Building Inspector Mechanical Inspector UMC Fire Plans Examiner Plumbing Code Specialist Electrical Inspector Building Code Specialist Master Code Professional Plumbing Inspector Mechanical Inspector
Mohammed Kibria, PE Structural Engineer/Plans Examiner	Building Plans Examiner Residential Plans Examiner Commercial Building Inspector
Jonathan Anderson Plans Examiner	Building Plans Examiner Residential Building Inspector Commercial Building Inspector Building Inspector
Bob Hall, RA Plans Examiner	Building Plans Examiner Mechanical Plans Examiner Commercial Mechanical Inspector

Continual Staff Development

Our knowledge is strengthened by ongoing training. Changing codes, as well as new local amendments make training a necessity. As part of the SAFEbuilt family, we have access to the SAFEbuilt Academy. SAFEbuilt is an



International Code Council (ICC) Preferred Provider for building, mechanical and plumbing code training for both Continuing Education Unit (CEU) credits and those seeking certification assistance. Through our SAFEbuilt Academy, these courses not only provide the basics for certifications and CEUs but also practical application in the field. As a result, our staff receive ongoing training and maintain current certifications.

Staff résumés immediately follow this page.



JOHN BOLAND

Manager

EDUCATION

Georgia Institute of Technology
Bachelor of Mechanical Engineering
with Honor
Atlanta, GA - 1990

PROFESSIONAL AFFILIATIONS

International Association of Electrical Inspectors
International Code Council
National Fire Protection Association

LICENSES/CERTIFICATIONS

- Professional Engineer
 - GA PE024142, AL PE27184, NC PE031703, VA PE040204161
- International Code Council
 - 29 Certifications in Commercial / Residential Plumbing, Electrical, Mechanical, Building, Accessibility and Energy inspection and plan review/examination; Certification Number: 5179306

PROFESSIONAL BACKGROUND

- Professional Engineer Licensed in the states of Georgia, Alabama, North Carolina and Virginia
- International Code Council Certified Building Official who holds 29 certificates in the inspection, plan review and building code areas.
- 20 years' experience in private/government residential and commercial building services. Experienced in performing inspections and plans examination of building, structural, envelope, mechanical, electrical, plumbing, energy and accessibility as well as managing operations of municipal building departments providing permit intake / issuance, code compliance inspections and plan reviews.
- Maintains necessary certifications/licenses required by local, state and federal laws and rules where services are provided.
- 40 years combined work experience including design of turnkey electromechanical equipment systems, electrical technical drawing checking and document control for an aerospace satellite systems supplier, operating and maintenance of gamma irradiation facility and support of engineering staff in design and testing of heat treating atmospheres for multinational corporation.



**DON
WILKINS,
CBO, CFM,
MCP**

**Fire & Building Plans
Examiner**

PROFESSIONAL AFFILIATIONS

Government Member – International Code Council
Member – National Fire Protection Association

LICENSES/CERTIFICATIONS

- International Code Council
 - Certification Number: 8194597
 - 19 Certifications in Commercial / Residential Plumbing, Electrical, Mechanical, Building, Fire, Energy and Accessibility inspection and plan review / examination.

PROFESSIONAL BACKGROUND

- 19 years combined experience providing fire and building services plan reviews and inspections.
- 15 years government sector experience including Fire Engineering Protection Bureau Chief, Building Department Plan Review Supervisor, plans examiner and field inspector.
- Four years private sector experience providing Building Department Services to municipalities in the State of Georgia.
- Holds 19 certifications from the International Code Council including Certified Building Code Official, Certified Fire Marshall and Master Code Professional.
- International Association of Electrical Inspectors Certified Electrical Plans Examiner.
- Experience includes application of NFPA 101, Life Safety Code
- Maintains necessary certifications/licenses required by local, state and federal laws and rules where services are provided.



MOHAMMED KIBRIA, MSCE

**Structural Plans
Examiner**

EDUCATION

Norwich University
Masters of Civil Engineering
(Structure)
Northfield, VT - 2015

**Bangladesh University of
Engineering and Technology**
Bachelor of Civil Engineering
(Structures - Water)
1995

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineer

LICENSES/CERTIFICATIONS

- Registered Engineer in Training (EIT)
 - State of Georgia EIT026733 (PE licensure pending results of SE-Lateral test, April 2018)
- International Code Council
 - Certification Number: 8194597
 - Building Plans Examiner
 - Commercial Building Inspector
 - Residential Plans Examiner

PROFESSIONAL BACKGROUND

- 23 years' experience providing structural engineer plan reviews and construction monitoring services; five years in public/governmental sector; 18 years in private sector.
- State of Georgia registered Engineer in Training (EIT). NCEES registered Structural Engineering-Vertical; Structural Engineering – Lateral examination test results pending.
- International Code Council Certified Building Plans Examiner.
- Structural plans examiner experience includes multi-family residential (condos, apartments and dormitories including 14 story high rise in Florida), large construction projects including educational, institutional (prisons) and 30 story high rise hotel.
- Experience includes application of NFPA 101, Life Safety Code
- Maintains necessary certifications/licenses required by local, state and federal laws and rules where services are provided.



JONATHAN ANDERSON

**Building Plans
Examiner**

EDUCATION

Kansas State University
Bachelor of Engineering -
Construction Science and
Management
Manhattan, KS - 2001

PROFESSIONAL AFFILIATIONS

International Code Council
National Fire Protection Association

LICENSES/CERTIFICATIONS

- International Code Council
 - Certification Number: 5286439
 - Building Plans Examiner
 - Commercial Building Inspector
 - Residential Building Inspector
 - Building Inspector
- FEMA
 - ICS 100
 - IS 700 NIMS
- NPDES
 - Stormwater Inspector, Erosion and Sediment Control Lead

PROFESSIONAL BACKGROUND

- International Code Council Certified Building Plans Examiner.
- 12 years' experience in private/government residential and commercial building services. Experienced in performing inspections and plans examination of building, structural, envelope, mechanical, electrical, plumbing, energy and accessibility. Plan review of structures for fire and life safety ranging from single family residential through high-rise.
- Technical expertise in remote plans examination using BlueBeam ReVu software.
- Maintains necessary certifications/licenses required by local, state and federal laws and rules where services are provided.



BOB HALL

Building Plans
Examiner

EDUCATION

Auburn University
Bachelor of Science
Environmental Design
Auburn, AL - 1978

Auburn University
Bachelor of Architecture
Auburn, AL - 1979

PROFESSIONAL AFFILIATIONS

International Code Council

LICENSES/CERTIFICATIONS

- Registered Architect
 - State of Alabama RA2529
- International Code Council
 - Certification Number: 8017412
 - Building Plans Examiner
 - Mechanical Plans Examiner
 - Commercial Mechanical Inspector

PROFESSIONAL BACKGROUND

- Registered Architect, State of Alabama. NCARB registration eligible, application in progress.
- International Code Council Certified Building Plans Examiner.
- 35 years' cumulative building services experience. 25 years with State of Alabama Building Commission as plans examiner; reviewing large construction projects including educational K-12 and post secondary, institutional (prisons, hospitals), large assembly (stadiums) and high rise. 10 years of private/government commercial building services as a consultant and private sector employee.
- Maintains necessary certifications/licenses required by local, state and federal laws and rules where services are provided.

2. Experience

SAFEbuilt is dedicated to helping communities maintain safety and livability. By partnering with us, we help cities improve customer service, keep development projects on track, and provide additional staffing during times of high project demand. Our code professionals use best practices to meet the City's service requirements, managing projects successfully, completing all deliverables on-time and within budget.

a. Plan Review Services for Local Government

SAFEbuilt has four regional plan review offices—Atlanta, Miami, Milwaukee, and San Diego—with full complements of ICC-certified plans examiners and professional engineers. Depending upon the needs of our local government partners, we review plans either electronically via Bluebeam Revu, *see p. 17*, or in a more traditional paper format. No matter which format is selected, we manage the review process from submittal to final approval providing real-time updates for our local government partners and design professionals. SAFEbuilt takes responsibility for plan routing and maintains a chain of custody during the life of project. With 26 years of experience, we have developed seamless remote and local plan review processes.

The following projects are examples of our recent plan review work which are relevant to this RFQ.

McLeod Regional Hospital – Florence, South Carolina

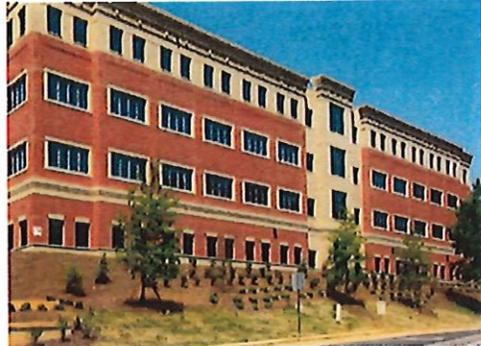
The McLeod Regional Hospital is currently expanding its Emergency Department to double the number of patients the hospital can serve. SAFEbuilt is responsible for plan review and inspections for this important project in Florence, SC.

The project requires SAFEbuilt to review a very specialized set of plans including; five dedicated resuscitation areas, operating rooms designed to serve patients of stroke, patient's intake areas, a pharmacy, lab and radiology. Once construction begins, SAFEbuilt will be positioned to provide on-site inspection services to ensure all development timelines are met. The Emergency Department, a new 151,000 ft², 4-story addition, is expected to open in December 2020.



Medical Office Building – Johns Creek, Georgia

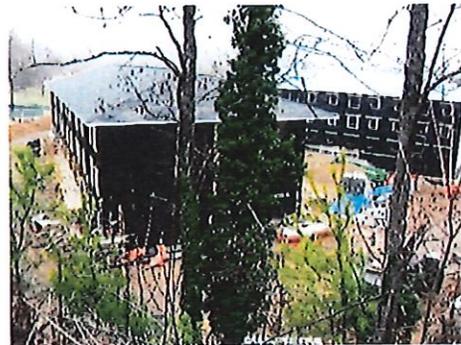
The Medical Office Building in Johns Creek is a four-story brick shell awaiting potential tenants. One of the challenges presented during plan review involved the need for constant communication between SAFEbuilt, the design professional, and owner to anticipate future tenant needs and then to minimize any potential issues as tenants occupied the finished space.



One issue that arose during plan review was the need for an additional means of egress. The building site was carved into the side of a hill, making it difficult to design more than the minimum number of entrances for the building. However, the absence of a door at the end of the building would have created a "dead end" corridor, causing a potential hazard for tenants. Due to SAFEbuilt's experience, we were able to successfully communicate the need for an additional egress door. Had SAFEbuilt simply reviewed the plans submitted without considering the Occupancy type, a portion of the building would not have been leasable as planned by the owner. SAFEbuilt's attention to detail during plan review and communication with the designer avoided unnecessary delays and costly retrofits for the owner.

Young Harris College Residence Hall – Young Harris, Georgia

Young Harris College is a private residential, liberal arts institution in the southern Appalachian region. In 2013, SAFEbuilt provided both plan review and inspection services for the college's new Towers Residential complex. The Towers is a unique LEED-certified facility made up of three separate buildings connected through a shared central building. SAFEbuilt worked closely with the college during all aspects of this project.



Most importantly for the college, SAFEbuilt adhered to strict design review protocols, ensuring student safety while maintaining tight plan review and inspection turnaround times to meet deadlines related to the start of the fall semester.

Waffle House – Atlanta, Georgia

In 2016, SAFEbuilt began a two-year supplemental building services contract in the City of Atlanta's Office of Buildings. Shortly after the start of the contract, Atlanta dismissed their Building Official and appointed SAFEbuilt's Building Official to serve in this same capacity for the City.

One of the first projects addressed by SAFEbuilt was the proposed 1,743-square-foot Waffle House restaurant in Grant Park which had a pending code interpretation first started by the previous Building Official. Understanding the need for the project to remain on schedule, SAFEbuilt met with representatives from Waffle House to explain the City's permitting system and investigate the previously requested code interpretation. SAFEbuilt worked collaboratively with Waffle House's representatives to help them through the permitting and code interpretation process keeping the project on-schedule.



Coca Cola World Headquarters – Atlanta, Georgia

SAFEbuilt reviewed and managed The Coca Cola World Headquarters renovation project on behalf of the City of Atlanta. This project was comprised of renovating over 521,000 square feet into common spaces, meeting rooms, dining areas and outdoor courtyards. A fitness center was added, as well as a retail space, coffee shop, pharmacy, credit union, and a medical office. In addition, 450,000 square feet of high-end interior construction, and 71,000 feet of additional exterior construction over sub-level loading docks and parking decks was also involved with this project.

Each individual phase was handled as its own project within the scope to break down the work. Because of the unique relationship between Atlanta and Coca Cola, SAFEbuilt's lead Building Official on our team Atlanta project team chaired development coordination meetings, evaluated and recommended ICC-related code interpretations and was ultimately responsible to make sure all deadlines were met for this critical project. As needed, SAFEbuilt's plan review team reached-out directly to the design professionals and owner's representative during plan review to address comments quickly and efficiently.



b. Sub-Consultants

SAFEbuilt is not using any sub-consultants for this project.

3. References

The City needs a provider with relevant project experience with contracts of similar size, scope, and complexity. Below are five references from relevant and recent projects, demonstrating our experience, including completion of services on-time and within budget. All examples are directly relevant in technical expertise to the City's requirements.

Current References

References			
Client	Services	Location	Dates of Service
1. City of Florence Randy Osterman, Fire Chief 324 W. Evans Street, Florence, SC 29501 843-665-3231 rosterman@cityofflorence.com	SAFEbuilt provides plan review (including remote) and inspection services	Florence, South Carolina	2017 to Present
2. City of Portland Keri Ouellette, Intake and Review Manager 389 Congress Street Portland, ME 04101 207.756.8142 kouellette@portlandmaine.gov	SAFEbuilt conducts plan review for the City of Portland's third-party review program	Portland, Maine	2018 to Present
3. City of Milton Carter Lewis, Assistant City Manager & Public Works Director 2006 Heritage Walk Milton, GA 30004 678.242.2626 carter.lucas@cityofmiltonga.us	SAFEbuilt conducts plan review and inspections	Milton, Georgia	2006 to Present
4. City of Johns Creek Kimberly Greer 10700 Abbotts Bridge Road, Suite 190 Johns Creek, GA 30097 678-512-3200 kimberly.greer@johnscreekga.gov	SAFEbuilt provides all building department services to the City	Johns Creek, Georgia	2006 to Present
5. City of Milwaukee Michael Mazmania, Operations Director Development Center and Trades Division 841 N Broadway Room 104 Milwaukee, WI 53202 414.286.3018 mmazmanian@milwaukee.gov	SAFEbuilt performs Remote Plan Review services for the City of Milwaukee, Wisconsin	Milwaukee, Wisconsin	2017 to Present

4. Capability/Availability and Capacity/Delivery

While delivering services to the City, SAFEbuilt does not perform plan review services for any person or entity that would result in a conflict of interest.

a. Ability to Accomplish Scope of Services

SAFEbuilt's team of qualified plan reviewers are accessible to the City and applicants to discuss and provide clarification on plan reviews with design professionals, contractors, and city staff by phone, email, or in person. All correspondence from SAFEbuilt to design professionals or applicants is maintained and available for inspection by the City. We value customer service, and our knowledgeable staff work to professionally explain all applicable local, state and federal regulations, both verbally and in writing, to applicants.

b. Average Turnaround Time

Our management and tracking processes ensure that we meet City deadlines. Once a plan is submitted to the City for review, our tracking system follows the plan through our entire process, ensuring timely review and turnaround. Further, our management process ensures comprehensive accurate review of each plan and serves as another method to maintain schedules and meet deadlines. Mr. Boland, Chief Building Official, coordinates with the Senior Building Official or his/her designee in transmitting and/or delivering plan documentation for use by SAFEbuilt. Plans are picked up within 24-hours of notification by the City. The following plan review turnaround times are measured from the time a plan is received and sent back with complete comments.

Plan Review Turnaround Times		
Type of Structure	Initial Check	Recheck (Up to 2)
Non-Residential	Within 10 workdays	Within 5 workdays
Expedited (Authorized by the City)	Time and Rate Agreed Upon by Applicant in Writing	Time and Rate Agreed Upon by Applicant in Writing

c. Plan Review Services, Lead Plan Review Role, and Relationship with City

If selected by the City, SAFEbuilt works with the Building Department to establish a set of policies and procedures for plan review. At a minimum, this process results in:

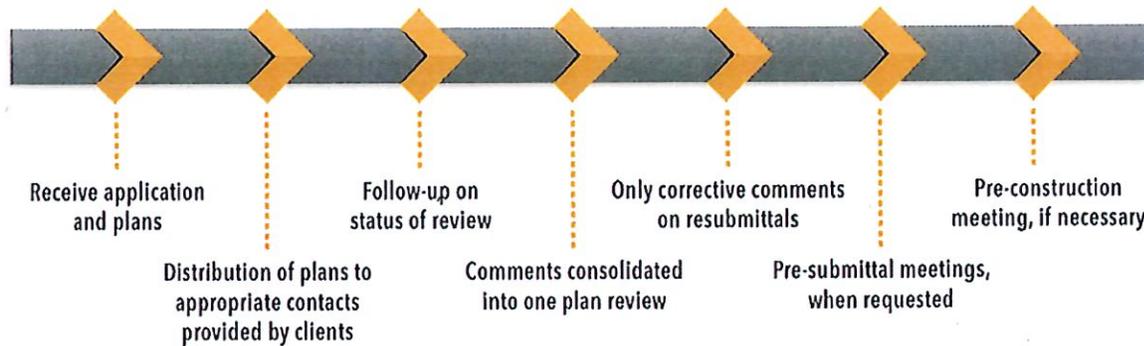
- ✓ Plan review letter to the City for approval prior to use
- ✓ Standardized correction list template to promote consistency in tracking and reporting of corrections
- ✓ Invoice template to meet the City's needs. The template will include an area for a detailed description of all work performed

Plan Review Services

SAFEbuilt commits to coordinate plan review and reporting activities with the Senior Building Official or his/her designee as required by the RFQ. As necessary, SAFEbuilt will meet at City Hall for development review

meetings to discuss the plan review with the applicant and/or City staff. Per the City's request, all efforts will be made by SAFEbuilt to attend these meetings in person.

PLAN REVIEW PROCESS



During the plan review process, SAFEbuilt works to ensure submittals are properly coordinated and tracked, following an established internal coordination process in which each plan received for review is entered into our database and processed and returned to the client on time. Our plan tracking procedures are designed to follow each submittal throughout the review process and maintain accurate and comprehensive records for each plan. SAFEbuilt maintains specific records of completed plan reviews and reports and provide them, in electronic format, to the City, on as close to real-time as practical. To accomplish this SAFEbuilt:

- ✓ Screens and logs each application to ensure timely routing to all plan reviewers.
- ✓ Reviews submittals for compliance with all relevant state and local Spring Hill requirements. The log serves as a tracking device to assure turnaround times and completeness of the review.
- ✓ Completes plan reviews in accordance with local, state, and federal regulations as required by mandate for local jurisdictions, as well as all codes and ordinances in effect by adoption at the time of plan review.
- ✓ Provides preliminary consultations to the applicant upon request to assist and guide in the design and plans preparation process.
- ✓ Verifies that information shown on each permit application is accurate. Construction valuation is based on information provided by Spring Hill and compared to estimates provided by the applicant.
- ✓ Provides a thorough architectural and structural review of design drawings and details for compliance with Tennessee building code architectural provisions, including provisions for safety glazing, building security, and noise insulation performance standards, etc. Comments will be provided in an acceptable format to the City, containing specific, detailed, completed comments that reference plan sheet numbers and code sections where applicable. Two copies of the plan check correction list will be provided to the City.
- ✓ Assures corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Our plan review services—review, calculations, reports, and specifications—checks for compliance with applicable codes, including current federal, state and local adopted standards:

- ✓ 2012 International Building Code
- ✓ 2012 International Residential Code – One and Two-Family
- ✓ 2012 International Fire Code
- ✓ 2012 International Plumbing Code
- ✓ 2012 International Mechanical Code
- ✓ 2012 International Gas Code
- ✓ 2009 International Energy Conservation Code
- ✓ 2012 National Electrical Code

Corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans, if appropriate, and a correction sheet is generated, detailing which items need to be addressed before plans can be approved. Correction sheets for specific projects are forwarded to the City along with a cover memo containing at least the following:

- ✓ The date(s) plans were received and reviewed by our firm
- ✓ The date(s) the applicant was notified of completed plan reviews
- ✓ The name and telephone number of the applicant

Bluebeam Revu (Electronic Plan Review)

SAFEbuilt uses Bluebeam Revu software internally, and SharePoint, website, FTP server, etc., externally for electronic plan review. This optional service is available to the City and its permittees at no additional cost. Bluebeam Revu allows all stakeholders to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time. We provide software training to the City's staff and its users at no charge.

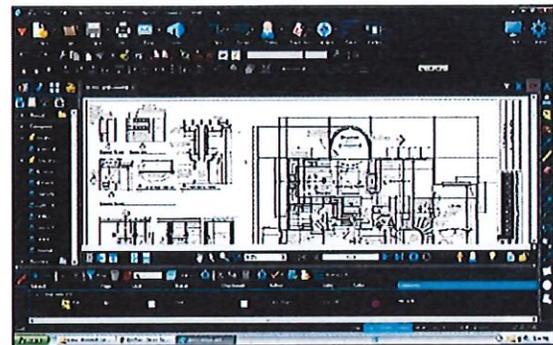


Figure 1- Screenshot: Bluebeam Revu

Main features of the Bluebeam Revu software include:

- ✓ Industry-standard markups including text, pen marks, highlights, clouds, Computer-aided design (CAD) symbols, measurements and text stamps. These tools replicate pen and paper and allow reviewers to efficiently add comments to electronic plans and request revisions.
- ✓ *Tool Chest* feature, where each reviewer can create and save custom tool sets for specific needs.
- ✓ A *Compare Documents* feature which instantly clouds the differences between drawing revisions.
- ✓ An integrated *Markups* list, which allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

Plan Review Tracking

We currently use CommunityCore and Accela to help streamline civic engagement with government agencies. To improve efficiency, we establish "super user" groups in the software that grant access to defined groups of users into folders, both "new" and "previous." This allows users to upload, download, and delete information. To control user access, we establish administrative permissions.

SAFEbuilt's approach provides the City with real-time access to the data entry and project tracking information needed to understand current activity and status, including tracking and updating the City with review times, permit statuses, and response dates. This system allows stakeholders to access reports, which aids their decision-making process and verifies our performance. In addition, SAFEbuilt also provides monthly and annual reporting related to the turnaround times listed previously. These reports include information about SAFEbuilt's interactions with the public via emails, phone calls, etc., and meetings attended.

Lead Plan Review Role

Mr. John Boland, PE, CBO, MCP, listed above in *Section 1. Statement of Qualifications and Interest, p. 3*, is Project Team Leader. He will oversee project work, ensuring accuracy and timeliness.

We manage projects according to the comprehensive process described above. After plans are logged, Mr. Boland assigns plans to the appropriate examiner, he completes the review, and the completed review is returned to the City.

Relationship with the City

From the start, we work hard to build trust with City staff and establish strong working relationships. We believe that clear consistent communication is key to a successful working relationship between SAFEbuilt and City staff. Our main point of contact, Mr. John Boland, is available to discuss projects, schedules, and concerns. He will provide regular interface to keep City staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the City a chance to provide feedback to us and determine other efforts to make certain the right information is getting to the right people.

Partnership and cooperation are also key. By partnering with City staff, we can better understand and meet your unique needs. Once the partnership is established, we serve as a seamless extension of City staff.

We treat everyone with respect, whether City staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with City staff as well as our philosophy in providing the requested services.

- ✓ **Integrity** – We choose to do the right thing every time.
- ✓ **Improvement** – We strive to continuously improve and understand how we can do better tomorrow.
- ✓ **Service** – We always provide unequalled service levels to our customers, external and internal.
- ✓ **Teamwork** – We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.
- ✓ **Respect** – We are respectful in the way we interact with everyone.

