

## **RESOLUTION 23-108**

### **A RESOLUTION TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH MUNICIPAL INSPECTION PARTNERS AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDED AGREEMENT FOR RESIDENTIAL PLAN REVIEW SERVICES FOR NON-RESIDENTIAL AND RESIDENTIAL DEVELOPMENTS.**

**WHEREAS**, the City of Spring Hill's Mayor and Board of Mayor of Alderman approved resolution 18-148 permitting the mayor to execute a professional service agreement with Municipal Inspections Partners (MIP) for non-residential 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 City of Spring Hill intends to amend the professional service agreement to extend services to include inspection services for residential and non-residential on an as needed basis.

**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 18-148 and Executed Contract from 2018
2. Exhibit B – Amendment #1 to Resolution 18-148 Professional Service Agreement with MIP.

**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

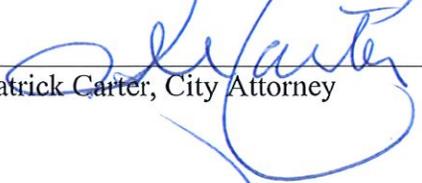
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill Tennessee on this 20<sup>th</sup> day of June, 2023.**

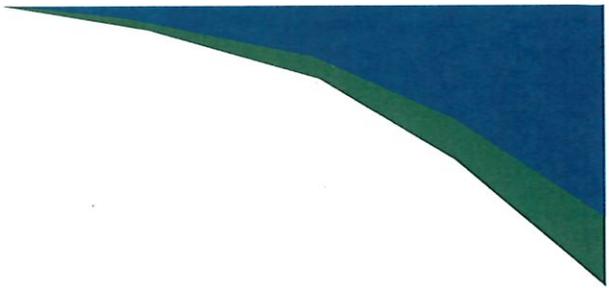
  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



## Amendment 1 to Resolution 18-148

**Purpose:** to establish temporary services for residential plan review and as needed inspections services for residential and non-residential inspections. 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 and inspection services shall be on an as needed basis. The City will communicate in writing to MIP the time at which residential plan review and inspection services are no longer needed. The terms of Amendment 1 to Resolution 18-148 shall expire in accordance with the original terms of Resolution 18-148.

### 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.
  
2. Expedited inspections - Builders, applicants, developer, and or contractor may elect to utilize third party inspections temporarily. The developer will bear the expense of the expedited service. Inspections performed by the third party and honored by the city shall include the following for non-residential:
  - a. All inspection aside from building final and CO may be done
  - b. Footing
  - c. Slab
  - d. Plumbing Slab
  - e. Foundation



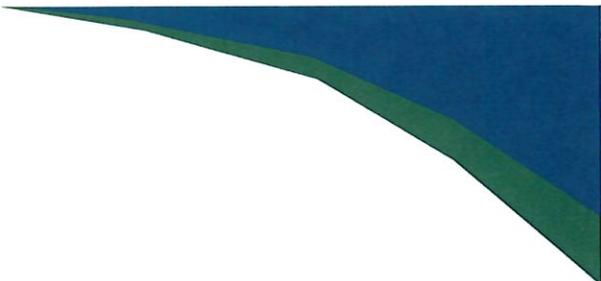
### SPRING HILL DEVELOPMENT SERVICES DEPARTMENT

5001 Northfield Lane • Suite 600 • Spring Hill,  
Tennessee 37174      615-302-3462 | Fax:  
931-499-7999 [www.springhilltn.org](http://www.springhilltn.org)

**Pete Hughes**  
Development Director

**Lance Holdorf**  
City Engineer

**Chris Brooks**  
Building Official



- f. Plumbing Rough In
- g. Frame
- h. Insulation

- i. Sewer Connection
- j. Water Connection

Inspections performed by the third party shall include the following for residential:

- a. Footer
- b. Plumbing Slab
- c. Slab
- d. Plumbing Rough-in

- All inspection will be required to have Inspection Reports documenting approval and failures of inspections
- All inspection must be conducted by an ICC certified inspector.
- All inspections reports at minimum shall provide the name of the project, builder/project contact information, date of the inspection, inspection type being performed, name of the inspector, certification information of the inspector, and professional documentation to support the approval or failure of an inspection.

**Fees:**

Residential Plan Review

1. The fee model for residential will align with the fee model established by resolution 18-148 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 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 3<sup>rd</sup> party review.
4. The proposed Fee Schedule for Residential fees is as shown in the table below:



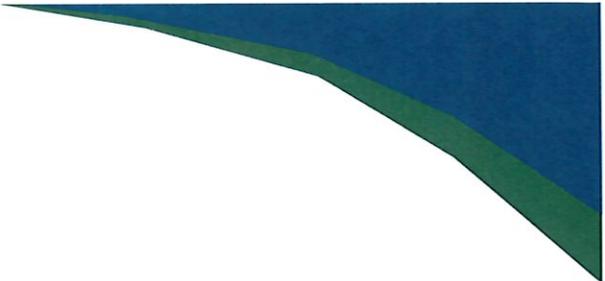
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Building Official



<b>Pieri Companies Inc.</b>		<b>Fee schedule 7/1/18</b>
<b>Residential Plan Review</b>		
Residential plan review 1 and 2 family	Includes M-E-P	\$0.05 s/f under beam \$200.00 min
Residential remodel and additions		\$0.03 s/f work area \$100.00 min.
Additional trades	Elevator, sprinkler, etc.	\$0.03 s/f work area \$50.00 min.
Plan review Accessory structures	Over 200 s/f	\$0.03 s/f \$25.00 min
<b>Residential Energy Code</b>		
Energy code audit	HERS or Other	\$75.00
Blower door test		\$350.00
Duct tightness testing		\$150.00

Inspection Fees:

1. If the development community elects to pursue expedited inspection services through Municipal Inspection Partners, all expenses will be borne by the developer.



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**Pete Hughes**  
 Development Director

**Lance Holdorf**  
 City Engineer

**Chris Brooks**  
 Building Official

## **RESOLUTION 18-148**

### **A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL INSPECTION PARTNERS 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

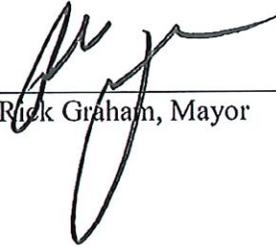
**WHEREAS**, Municipal Inspection Partners, meets the qualifications and requirements set forth in the Request for Qualifications for providing building plan review services to the City; and

**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 Municipal Inspection Partners 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 20<sup>th</sup> day of August, 2018.**



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Rick Graham, Mayor

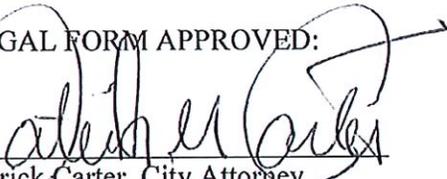
ATTEST:



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April Goad, City Recorder

LEGAL FORM APPROVED:



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Patrick Carter, City Attorney



**REQUEST:** Approval of Resolution 18-148

**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 Municipal Inspection Partners for  
Building Plan Review Services

**ATTACHMENTS:** Resolution 18-148 and supporting documentation

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**PURPOSE:**

To approve Resolution 18-148 to authorize the Mayor to execute a Professional Services Agreement with Municipal Inspection Partners, a subsidiary of The Pieri Companies, 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

## 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 **MUNICIPAL INSPECTION PARTNERS** whose address is 1020 Robertson Road, Gallatin Tennessee, (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 the 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**

The Provider agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that will procure all additional licenses, permits or other official permissions hereafter required by law

during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Provider shall provide a copy of any such licenses or permits upon request. All such licensure shall be provided at the Provider's sole expense. The Provider also warrants that it has complete ownership or authorization to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

## **16. NOTICES**

**16.1** All communications relating to the day to day activities of the Scope of Services shall be exchanged between the Building Official or his/her designee and the Provider's primary point of contact or project manager.

**16.2** All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the Provider:                   Municipal Inspection Partners  
  P.O. Box 681411  
  Franklin, TN 37068  
  615-716-8111  
Attention:                               Andrew Pieri, CEO

If to City:                               Attn: Victor Lay  
  Title: City Administrator  
  199 Town Center Parkway  
  Spring Hill, TN 37174

Copy to:                                 Patrick M. Carter, Esq.  
  City Attorney  
  P.O. Box 1431  
  Columbia, TN 38402-1431

## **17. ATTORNEY FEES**

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

**18. 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.

**19. VENUE AND JURISDICTION**

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

**20. GOVERNING LAW**

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

**21. 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.

**22. 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.

**23. 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.

**24. 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

By: \_\_\_\_\_

Rick Graham, Mayor



\_\_\_\_\_  
Andrew Pieri, CEO

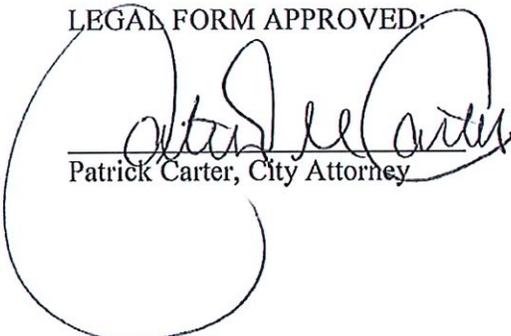
ATTEST:



\_\_\_\_\_  
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.

<b>Pieri Companies Inc.</b>		<b>Fee schedule 7/1/18</b>
<b>Residential Plan Review</b>		
Residential plan review 1 and 2 family	Includes M-E-P	\$0.05 s/f under beam \$200.00 min
Residential remodel and additions		\$0.03 s/f work area \$100.00 min.
Additional trades	Elevator, sprinkler, etc.	\$0.03 s/f work area \$50.00 min.
Plan review Accessory structures	Over 200 s/f	\$0.03 s/f \$25.00 min
<b>Residential Energy Code</b>		
Energy code audit	HERS or Other	\$75.00
Blower door test		\$350.00
Duct tightness testing		\$150.00
<b>Commercial Plan Review</b>		
Commercial plan review (initial review and resubmittal)	Includes M-E-P	\$0.10 per s/f under beam \$300.00 min.
Additional reviews	After resubmittal	50% of review fee (per review)
Other trade plan reviews (accessibility, energy, etc.)	Includes stand-alone M-E-P permit review	\$0.03 per s/f work area (\$75.00 min.)
Smoke control systems		\$500.00
Elevator plan review	Up to 3 per structure	\$150.00
Mechanical, Electrical, Plumbing	Stand-alone permit	\$0.03 per s/f work area
<b>Commercial Energy Code</b>		
Energy code audit		\$350.00
<b>Fire Protection Plan Review</b>		
Sprinkler	(\$100.00 min)	\$0.03 per s/f work area
Fire alarm	(\$100.00 min)	\$0.03 per s/f work area
Kitchen hood	Per hood	\$150.00
Specialty system		\$250.00
Fire protection equipment	Standpipe, fire pump	\$250.00 each
Water systems	Water tank, water main	\$350.00 each
<b>Additional Services</b>		
Contractor meetings		\$50.00
Testify at board meetings		\$125.00 per hour
Outside engineering services review	Mechanical or structural engineer	\$250.00 min.
Build code adoption	2015 or newer codes	Case by case basis
On-Site inspector		Case by case basis
Administrative Hearing Officer	In compliance with T.C.A. 6-54-1001	\$2500 yearly retainer \$500.00 per hearing \$50.00 per case

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 = 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			
	<b>Fee Basis</b>	<b>Fee Calculated</b>	<b># Plan Review Cycles</b>
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 Pieri Companies

Municipal Inspection Partners is a subsidiary of The Pieri Companies and was established in 2005 to provide plan review and inspection services for local government. Pieri Companies is a corporation operating in both Tennessee and Illinois and includes a staff of certified inspectors, plan reviewers, a professional engineer, and support staff. Municipal Inspection Partners will provide the full range of plan review for all types of construction needed by the City.

An added benefit of Municipal Inspection Partners and The Pieri Companies is it will have a local presence based in middle Tennessee to enhance access for applicants needing to meet in person. Andrew Pieri, CEO, The Pieri Companies, resides in middle Tennessee and will be a primary point of contact in the provision of building plan review services. Municipal Inspection Partners can also provide training, building inspection and code enforcement services upon request. Plan review services typically will take 5-7 business days with none exceeding the 10 days as provided in the Professional Services Agreement. The basis for calculating the building plan review fee is based upon a fee assessed based upon applying the total square footage of the building for various elements of the plan review including building, fire protection, accessibility, and energy along with options for more specialized plan review if more complex elements such as elevators are proposed within the structure.

#### 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 1/5<sup>th</sup> (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 18-148 to authorize the Mayor to execute the Professional Service Agreement with Municipal Inspection Partners 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.



**THE PIERI COMPANIES**

Pieri Companies Inc.  
dba - Municipal Inspection Partners  
P.O. Box 1411  
Franklin, Tennessee 37068  
615-716-8111  
[admin@piericompanies.com](mailto:admin@piericompanies.com)

**A proposal for:**



**Submitted by:**



**MUNICIPAL  
INSPECTION PARTNERS  
REVIEW - ENFORCE - INSPECT**



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July 9, 2018

Chris Brooks  
Director of Building and Codes  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, Tennessee 37174

**Subject: RDQ – Plan Review Services**

Mr. Brooks;

Municipal Inspection Partners is pleased submitted the following proposal for Plan Review Services for the City of Spring Hill, Tennessee.

Since 2005, our company has established successful business relationships with many communities in Middle-Tennessee and the Chicago Metro-Area offering inspection, plan review, code consulting and training services.

Our proposal includes a brief overview of our parent organization (Pieri Companies Inc.) and the services we provide to municipal government. We with then focus on your need for a professional firm to provide *commercial plan review services*.

Thank you for the opportunity to submit this proposal. If you have further questions about proposal --contact, please call me at 815-482-4676

Looking Forward,

Andrew M. Pieri CBO, CFM  
CEO – The Pieri Companies Inc.

Tammy A. Pieri  
Chief Financial Officer



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dba - Municipal Inspection Partners  
P.O. Box 1411  
Franklin, Tennessee 37068  
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[admin@piericompanies.com](mailto:admin@piericompanies.com)

## Pieri Companies Overview

### About the Pieri Companies Inc.

The Pieri Companies is a corporation operating in both Illinois and Tennessee. Our staff includes certified inspectors, plan reviewers, a professional engineer, and support staff ready to work with the most demanding clients to provide an excellent customer service experience.

If your communities' needs are beyond typical building department functions, we also employ a website design specialist, social media technician and a marketing expert to help craft your communities message using multiple cutting-edge formats.

### Our Divisions:



**firepreventionsolutions**

#### **Fire Prevention Solutions**

Fire prevention bureau consulting, public education programs, marketing, fire system plan review and fire inspection programs.



**MUNICIPAL  
INSPECTION PARTNERS**  
REVIEW - ENFORCE - INSPECT

#### **Municipal Inspection Partners**

Building code consulting, building inspection, construction document plan review, and code enforcement inspection.

**Inspector  Train**

*A Fire Prevention Solutions Company*

#### **InspectorTrain**

Education division that offers building, fire, and trade (mechanical, electrical, and plumbing) programs exclusively for code inspectors. In addition, we are an authorized OSHA training provider.



**TN-AHO  
GROUP INC.**

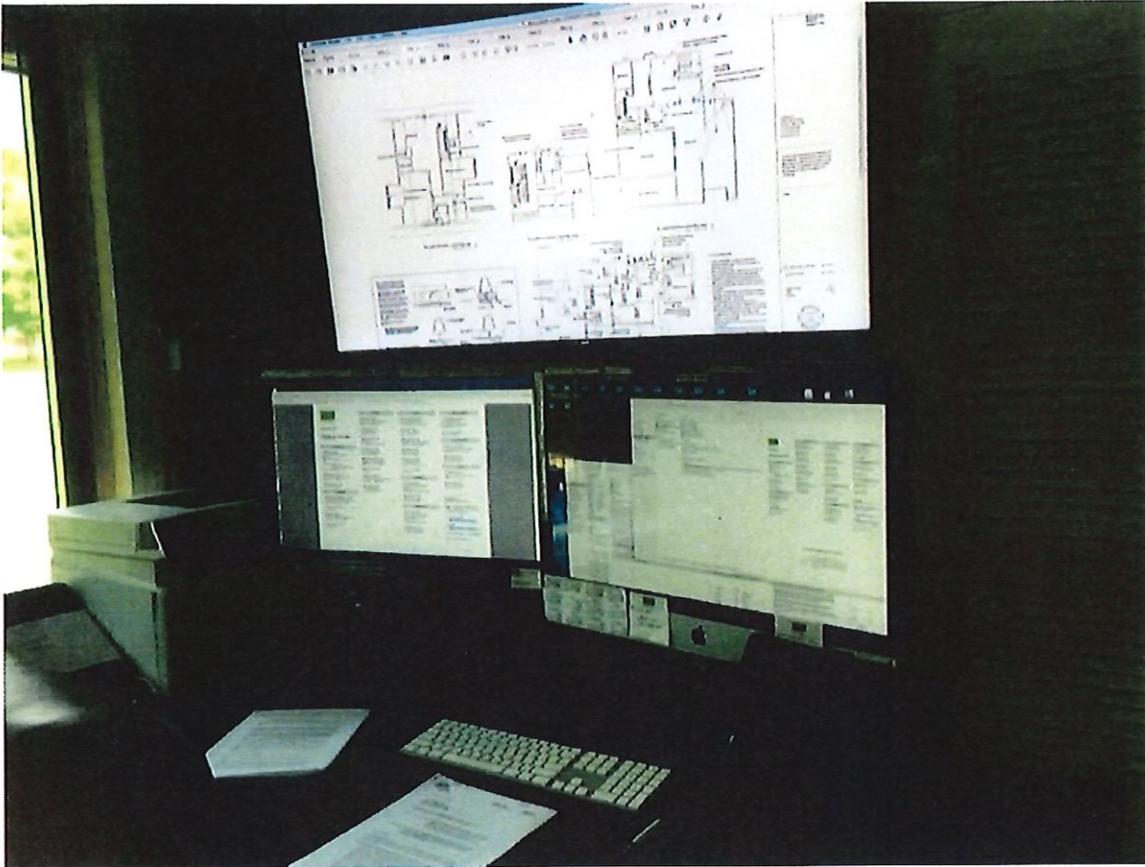
#### **TN Administrative Hearing Officers**

Administrative Hearing Officer (AHO) services for Tennessee cities and counties in compliance with T.C.A. 6-54-1001.



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### **Our Plan Review Services:**

We review projects for code compliance with fire and life safety, building, energy conservation, fuel and gas, accessibility, electrical, mechanical, and plumbing requirements in accordance with current applicable state and local codes.

Our firm will review paper submittals, but we prefer paperless electronic plan review submittals. By using an electronic plan review process, we can reduce turnaround times significantly. Electronic documentation allows us to also immediately confer with city officials and design professionals without being in the same location. One of the best advantages of electronic review is that we are able to eliminate printing, shipping, storage, and other travel costs.



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## **City of Spring Hill – Evaluation Criteria**

### **Qualifications:**

***Municipal Inspection Partners*** a division of *Pieri Companies Inc.* employs a team of dedicated plan reviewers that have more than 25 years of experience working for both municipal government and private sector employers. (Resumes – Attachment A)

Our experience working for government agencies has allowed us to understand all facets of government operations. What sets us apart from our competition is that our staff has worked at both the local and county levels with populations ranging from as little as 500 people to counties with populations of well over 900,000 residents. During this time, we have had the opportunity to review even the most challenging projects.

### ***Municipal Inspection Partners Plan Review Staff:***

- Andrew Pieri – Primary contact, Commercial and residential
- Ken Welch – Commercial and residential
- John Wangles – Fire protection plan review

### **Contract Employee:**

- Bryan Price P.E. - Engineering review (Licensed in Tennessee)



**Andrew Pieri** will be your main point of contact and will provide initial review of construction documents, ongoing consultation with the city and clients and in-person or remote attendance at meetings when needed. He will work with City staff and officials to meet the expectation for high-level involvement. Plan review tasks will be assigned to qualified staff members to insure timely delivery of completed reviews.



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**Our certified staff routinely reviews the following types of development plan submittals:**

- *All phases of residential construction including but not limited to:*
  - Single family and duplex
  - Custom single-family homes over 40, 000 s/f
  - Additions and remodels
  - Accessory structures
  
- *Commercial/Industrial construction projects:*
  - High rise office and hotel
  - Apartments and townhouses
  - Large scale shopping centers, and Strip malls
  - Airport terminals and hangers
  - Hazardous materials processes
  - Fueling stations and auto repair
  - Heavy industrial manufacturing



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- Warehouses more than 1 million square feet
- Hospitals and health care facilities
- Amusement parks
- Medical cannabis cultivation, manufacture, and retail operations
  
- *Mechanical trade plan review*
  - Mechanical including
    - Commercial and residential
    - Energy Code
    - Smoke control systems
  - Electrical including
    - Commercial and residential
  - Plumbing
    - Commercial and residential
  
- *Fire Protection*
  - Fire suppression systems
    - Sprinkler
    - Water-mist
  - Fire alarm systems
    - Mass notification
  - Kitchen hood fire suppression
  - Special hazard systems

Construction projects require lots of technical supporting documentation, so we provide a submittal checklist to our clients to make sure that permit applicants provide all required documentation with the initial submittal. This way, we can review a complete set of documents without needing to call design professionals to request additional documentation.

After we review a set of drawings, we provide a comprehensive plan review letter written in easy to understand (non-technical) language stating code deficiencies along with referenced code sections. By presenting our review in a readable format, design professionals rarely call us requesting clarification on our code reviews.



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**References:**

We believe in close personal relationships with our clients. With that, we maintain certain confidentiality agreements with our clients in the State of Illinois that prevent us from disclosing certain information about our business relationships.

Since our footprint is relatively new in Middle-Tennessee, we are unable to provide client references that are specific to plan review services. However, we have listed current professional references in the State of Tennessee that can attest to our ability in disciplines such as: inspection, plan review, code consulting, and training services. These clients are more than willing to attest to the quality of series that we provide to them on either an occasional or on-going basis.

<p><b>Kenneth Wilber - Mayor</b> <b>City of Portland, Tennessee</b> 100 South Russell Street Portland, Tennessee 37148 Phone: 615-325-6776 e-mail: <a href="mailto:kmayor@cityofportlandtn.gov">kmayor@cityofportlandtn.gov</a> (Development Services, plan review and inspection, 2016-2018)</p>	<p><b>Chuck Stuart – Building Official</b> <b>City of Gallatin, Tennessee</b> 132 W Main St, Gallatin, TN 37066 Phone: 615-306-8980 e-mail: <a href="mailto:chuck.stuart@gallatintn.gov">chuck.stuart@gallatintn.gov</a> (Building code consulting 2016-2018)</p>
<p><b>Mike Barr - Development Services Director</b> <b>City of Millersville</b> 1246 Louisville Highway Millersville, Tennessee 37072 615-859-0880 ext. 104 e-mail: <a href="mailto:development@cityofmillersville.com">development@cityofmillersville.com</a> (Plan review, and inspection, 2018)</p>	<p><b>Larry DiOrio - Fire Marshal</b> <b>City of Goodlettsville</b> 117 Memorial Dr. 105 S. Main St. Goodlettsville, TN 37072 Phone: 615-851-3741 e-mail: <a href="mailto:ldiorio@goodlettsville.gov">ldiorio@goodlettsville.gov</a> (Building inspection, 2018)</p>
<p><b>Mark Fields</b> <b>City of Springfield (MTCOA President)</b> 405 North Main Street Springfield, Tennessee 37172 Phone: 615-382-2200 e-mail: <a href="mailto:mfields@springfield-tn.org">mfields@springfield-tn.org</a> (MTCOA training classes, 2016-2018)</p>	<p><b>Monty Kapavik – Codes Director</b> <b>City of Shelbyville (MTCOA Secretary)</b> 201 N. Spring Street Shelbyville, TN 37160 Phone: 931-684-9001 e-mail: <a href="mailto:monty.kapavik@shelbyvilletn.org">monty.kapavik@shelbyvilletn.org</a> (Association assistance, 2016-2018)</p>



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### **Capability/Availability and Capacity/Delivery**

Our company may be relatively new to the Tennessee market, but we are not new to the plan review business. As demonstrated above, we can handle all plans submitted to our company for review in an efficient and timely manner.

*Municipal Inspection Partners* will review plans in accordance with all adopted codes and standards of the City of Spring Hill, State of Tennessee, and ADA. The reviews will be comprehensive and completed within the established timeframes required by the City of Spring Hill.



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### **Meeting Availability**

As your preferred vendor, we expect to provide on-site consultation when your staff schedules large-scale development meetings. If needed, we can use our teleconference capabilities, but we believe that there is no substitute for face-to-face interaction.

### **Service delivery**

- Plans will be picked up within 24 hours of submittal to the City of Spring Hill
- If possible, Municipal Inspection Partners would prefer that plans be submitted electronically to our e-mail address.
- First-time submittals will be reviewed, and a plan review letter generated within 10 working days of receipt of plans.
- Resubmittals will be completed within 5 working days of receipt of plans.
- Expedited plan review is available for an additional fee

### **Code Changes or code amendments**

We are a multi-focal company. In addition to plan review services, we are available to help staff with code updates and the code adoption process. We can even train your staff on the newest codes and also assist with ICC test preparation.

### **Energy code assistance**

Company CEO Andrew Pieri is very well-versed in the energy code and can be an asset to the City of Spring Hill if the community decides to update to the 2012 International Energy Conservation Code (IECC). Andrew's experience dates to the statewide adoption of the 2012 IECC while working in the State of Illinois. The Illinois Efficient Buildings Act (IEBA) required all municipalities in the State of Illinois adopt and enforce the 2012 code.

### **Code Training**

Since we are also in the business of code training, we can help with staff and contractor training on all codes currently enforced by the City of Spring Hill.



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### **Insurance**

We maintain all necessary insurance required of a professional business and meet or exceed the City of Spring Hill's RFQ requirements. Proper documentation will be provided upon execution of a signed professional services agreement.

### **Pricing**

We believe in complete transparency when it comes to plan review pricing. Most firms bill "by the hour" for plan review services. We take a more common-sense approach and bill by the actual square foot of the structure, so any city employee can easily compute plan review fee's.

### **Why Choose Us?**

- Located in the Nashville area for faster service
- We are an established business for over 13 years
- Prompt, reliable, and personalized service
- Specialize in working with small to medium sized communities
- Additional services such as training, building inspection, and code enforcement

We are eager to earn not just your business, but also your trust. We have built a solid foundation helping cities to manage their community development needs for over 13 years. When you hire us, you will have a trusted partner that truly cares about their clients' needs and expectations. We will always be available to you or your clients. Our phone is always on in case we need to answer a question. That is something that just does not exist in most businesses today.

We look forward to working with you.

Andrew Pieri  
CEO – The Pieri Companies



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# Attachment - A

# Resumes



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dba - Municipal Inspection Partners  
P.O. Box 1411  
Franklin, Tennessee 37068  
615-716-8111  
[admin@piericompanies.com](mailto:admin@piericompanies.com)

**Andrew M. Pieri – CBO, CFM**  
1020 Robertson Road - Gallatin, Tennessee 37066 • 815.482.4676 • Email:  
[andrew@pierifamily.com](mailto:andrew@pierifamily.com)

**Professional Experience**

**Municipal Inspection Partners**

**Owner, 2005-current**

Manage business affairs and solicit new business  
Represent municipalities on building and life safety issues  
Provide contract plan review and inspection services  
Create and present training courses  
Develop and implement community action plans  
Prepare government grant and alternative funding proposals  
Serve as an Administrative Hearing Officer for local jurisdictions

**City of Portland, TN.**

**Director of Development Services, 2016 - 2018**

Responsible for the day-to-day operations of the Development Services Department  
Staff liaison to planning commission and board of appeals  
Supervise field inspectors and office staff  
Part of the Mayor's leadership team for business corridor expansion  
City representative to Metro-Nashville Transportation Committee  
Work with developers to bring new projects to the City

**City of Rockford, IL**

**Planner/Building Plan Examiner, 2014-2016**

Program director of the downtown re-development program  
Administered Regional Building Code  
Review of residential and commercial building plans  
Conduct site inspections and evaluations  
Coordinate life-safety reviews with fire department  
Staff liaison to the Historic Preservation Commission  
Zoning, annexation and subdivision review



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### **Residential Science Resources**

#### **Gas/Electric Utility Trade Ally Outreach Representative, 2012 – 2014**

- Implement operating plans, and achieve goals for utility sponsored energy efficiency program
- Recommend changes to the energy efficiency program portfolio to ensure gas and electric savings targets and goals
- Coordinate joint programs with other utilities, construction trade allies, and building science professionals
- Develop and implement education and outreach plans to ensure customer enrollment in energy efficiency programs

### **DuPage County - Community Development**

#### **Plan Review/Inspection, 2004 – 2010**

- Conducted highly-technical reviews and inspections
- Responsible for new code adoption and implementation
- Enforced compliance of building codes and property maintenance standards
- Coordinated department activities working with architects, developers, and elected officials.
- Worked with other departments including; planning & zoning, stormwater, and health department
- Testified at public hearings on building department related matters

### **Village of Gurnee Fire Department**

#### **Inspector/Investigator, 2000 – 2003**

- Performed fire and life safety inspections of new and existing structures
- Reviewed fire protection plans and pre-fire strategies for new and existing structures
- Worked with local businesses to create disaster plans
- Performed fire incident investigations in compliance with NFPA 1131
- Developed curricula and taught fire safety and training programs
- Revised inspection procedures and other department documents



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## EDUCATION & CREDENTIALS

### **General Education**

Bachelor's Degree, Management - Southern Illinois University  
Diploma, General Education - Highland Park High School

### **International Code Council Certifications**

Certified Building Official (CBO),  
Certified Fire Marshal (CFM),  
Commercial Building Inspector,  
Residential Building Inspector,  
Building Plan Examiner,  
Fire Inspector,  
Energy Code Inspector/Plan Reviewer

### **Energy Certifications**

Building Envelope and Duct Tightness Certification (DET), State of Illinois-IERP

### **State of Tennessee Credentials**

Building Inspector  
Fire Inspector

### **Tennessee Legal Certification**

TN - Administrative Hearing Officer

### **OSHA Certifications**

511 Standards for General Industry  
501 - OSHA 10/30 hr. Trainer

### **Fire Service Certifications**

Fire Prevention Officer - Firefighter III -  
Fire Apparatus Engineer - Fire Service  
Instructor - Juvenile Fire Setter Intervention  
Specialist - Fire Investigator - Technical Rescue  
- Hazardous Materials Operations -  
Fire Service Vehicle Operator -  
Fire Service Tactics - Fire Service Management

### **Illinois Dept. of Public Health (IDPH)**

Emergency Medical Technician - Paramedic  
Emergency Medical Technician - Basic

### **FEMA-NIMS - Fire Service**

Emergency Response to Terrorism  
National Incident Management System (NIMS)  
100, 200, 300, 400, 700, 800  
Special Events Contingency Planning IS-15.A  
Emergency Planning for Schools IS-00362

### **Technical Competencies/Audio Visual**

2015 International Codes, NFPA, ADA  
Microsoft Office Suite  
Website Development  
ESRI - ArcGis  
HANSEN - Comm. Dev. Software



**THE PIERI COMPANIES**

Pieri Companies Inc.  
dba - Municipal Inspection Partners  
P.O. Box 1411  
Franklin, Tennessee 37068  
615-716-8111  
[admin@piericompanies.com](mailto:admin@piericompanies.com)

**Kenneth P. Welch, CFM, CBO, MCP**  
**101 Trident Place**  
**Hendersonville, Tennessee 37075-3407**  
**615.265.4904 (Home) - 630.495.9502 (Cell)**

## **Professional Experience**

HR Green, Inc. – McHenry, Illinois 2015-Present

Acting Chief Building Official & Combination Chief Plan Reviewer/Inspector (Village of Oak Park)

GovTempsUSA LLC (Village of Oak Park) - Northbrook, Illinois 2014-2015

Combination Plan Reviewer with occasional duties as Building/Electrical/Mechanical Inspector

Village of Westchester – Community Development Department, Westchester, Illinois 2009-2013

Building/Electrical/Mechanical/Property/Fire Inspector, Duties in Building Inspections

Combination Plan Reviewer, Zoning Ordinances, Property Maintenance & Code Enforcement.

T.P.I. Building Code Consultants, Inc., St. Charles, Illinois 2006-2008

Master Code Consultant, Building/Electrical/Mechanical/Fire Inspector, Plan Reviewer

Village of Glen Ellyn – Building & Zoning Department, Glen Ellyn, Illinois 2001-2006

Building/Electrical/Mechanical/Property/Fire Inspector-Duties in Building Inspections,

Plan Review, Zoning Ordinances, Property Maintenance & Code Enforcement.

Village of Lombard, Lombard Fire Department, Lombard, Illinois 1991-2016

Firefighter III/Paramedic/Hazmat Team Coordinator /Building Inspector/TV-6 Staff Intern/



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**Code Official Certifications**

Master Code Professional  
Certified Building Official  
Building Code Official  
Certified Fire Code Official  
Mechanical Code Official  
Electrical Code Official  
Plumbing Code Official  
Housing Code Official

**Plan Examiner Certifications**

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

**Fire Certifications**

Certified Fire Marshal  
Fire Inspector I  
Fire Inspector II  
Fire Plans Examiner

**Other Certification:**

Permit Technician

**Code Specialist Certifications**

Building Code Specialist  
Fire Code Specialist  
Mechanical Code Specialist  
Electrical Code Specialist  
Plumbing Code Specialist  
Housing and Zoning Code Specialist  
Permit Specialist

**Building Inspector Certifications**

Residential Building Inspector  
Residential Combination Inspector  
Commercial Building Inspector  
Commercial Combination Inspector  
Combination Inspector  
Commercial Energy Inspector  
Building Inspector  
Zoning Inspector

**Mechanical, Electrical Plumbing**

Mechanical Inspector  
Plumbing Inspector  
Commercial Mechanical Inspector  
Commercial Plumbing Inspector  
Residential Mechanical Inspector  
Commercial Electrical Inspector  
Residential Electrical Inspector  
Residential Plumbing Inspector  
Fuel Gas Inspector  
Electrical Inspector



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**John Wangles**  
946 Ascot Drive • Elgin, IL. 60123  
847-977-0936 • [johnwangles@att.net](mailto:johnwangles@att.net)

## PROFESSIONAL EXPERIENCE

**ILLINOIS OFFICE OF STATE FIRE MARSHAL, Springfield, Illinois** **2015-PRESENT**

### ***Fire Prevention Inspector II***

Perform professional work including conducting inspections, re-inspections and pre-fire planning of public/private schools, institutions, above ground bulk storage/dispensing tanks, bulk liquid petroleum gas facilities, residential board & care facilities and daycares to ensure compliance with the 2000 NFPA 101 Life Safety Code.

**VILLAGE OF SKOKIE, Skokie, Illinois**  
**2013-2015**

### ***Fire Prevention Specialist***

Reviews plans and applications for field inspection; inspect industrial, commercial and residential building installations and related buildings and equipment during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances.

**SOUTH CAROLINA OFFICE OF STATE FIRE MARSHAL, Columbia, SC** **2010-2011**

### ***Training Coordinator, Deputy State Fire Marshal***

Develop and deliver Fire Inspector/Code Enforcement and Fire Investigation courses to including texts, lesson plans, and audio/visual aids at both the South Carolina Fire Academy and 7 regional training centers. Conduct on-site inspections to verify compliance with established laws, regulations, codes and ordinances.

**CITY OF NAPERVILLE, Naperville, Illinois** **2006-2009**

### ***Fire Inspector***

Perform professional work including conducting inspections, re-inspections and pre-fire planning of commercial, industrial, institutional, residential and public buildings to ensure



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compliance with applicable building, property maintenance, health, fire and life safety codes, including NFPA 101 Life Safety Code and International Fire Code. Inspect and witness testing for proper installation and operation of fire protection systems including sprinklers, fire alarms and kitchen hoods. Perform periodic and follow-up inspections of new and existing buildings, structures and responsibilities included the functions of Plans Examiner, Public Educator and Training Instructor.

**VILLAGE OF SCHAUMBURG, Schaumburg, Illinois**

**2002-2006**

***Fire Inspector***

Fire Inspector responsibilities as stated above. Further responsibilities included Code Enforcement, Public Educator and Training Instructor.

**EDUCATION & DEVELOPMENT**

**Elgin Community College, Elgin, Illinois**

A. A. S. in Fire Science and Safety

**William Rainey Harper College, Palatine, Illinois**

Certificate in Building Codes and Enforcement

**National Fire Protection Association (NFPA)**

Certified Fire Inspector I, II, and Plans Examiner I

**International Code Council (ICC)**

Certified Fire Inspector I, II, and Plans Examiner I

**International Fire Service Accreditation Congress (IFSAC)**

Certified Fire Inspector I