RESOLUTION 2016-049
PASSED: MAY 9, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES.

WHEREAS, the City of DeKalb is a home-rule municipal corporation; and

WHEREAS, the City has conducted a detailed review of companies capable of providing building inspection and plan review services and has determined to award a contract for such services to HR Green, and further finds that such action is necessary and appropriate, and that the conditions attached thereto protect the public health, safety, welfare and morals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB:

The Mayor of the City of DeKalb, Illinois is authorized and directed to enter into an agreement for the provision of building inspection and plan review services and related professional services from HR Green, Inc., with the cost of such services not to exceed budgeted amounts for the same. Services rendered may include plan review, building permit review, building inspection, and support for code enforcement or building litigation related matters for the City. Said agreement shall be substantially in the format attached hereto as Exhibit A, with such modifications as shall be acceptable to the Mayor with the advice and recommendation of the City Manager. Additionally, the Mayor shall be authorized to execute an agreement with SafeBuilt, the current service provider of the Village, for the conclusion of their services to the City and the transition of such services to HR Green.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 9th day of May, 2016, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faiivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
PROFESSIONAL SERVICE AGREEMENT (ADVISOR) CITY OF DEKALB

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "HR Green, Inc." hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor 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.

B. Term

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 30 day's written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule (2a) attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor. This work is to be completed on a time and materials basis accordance with the rate schedule attached in Exhibit B.

D. Changes in Rates of Compensation

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety 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. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws. Contractor agrees to keep such information
confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor 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. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two 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 Contractor 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 extensions.

F. Governing Law

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.
H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

**Authorized in Illinois:** The Contractor that it is authorized to lawfully transact business and perform the services contemplated herein in the State of Illinois, under all applicable Illinois laws and regulations.

**General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the contracting process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor represents that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it 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 Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also represents that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City. The Contractor shall maintain its insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor 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. The Contractor 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. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor 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. Any reuse of documents by the City for a purpose not originally intended is at the sole risk of the City without any liability or legal exposure to the Contractor.

J. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no
additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

K. Notices

All notices required to be given under the terms of this License shall be given by US mail, postage prepaid, or by e-mail, addressed to the parties as follows:

For the City: For the Contractor:

City Manager Practice Leader/VP Gov Service Midwest
City of DeKalb HR Green, Inc.
200 S. Fourth Street 420 N. Front Street
DeKalb, IL 60115 McHenry, IL 60050
annemarie.gaura@cityofdekalb.com thartnett@hrgreen.com

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

L. Subcontractors and Third Parties

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City’s sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be 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 as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

M. Permit Management Software

In the event the Agreement between the Parties is terminated for any reason within 12 months of this Agreement date, City will reimburse Contractor $37,000.00 for the full price of purchasing the Software with licensing and implementation.
Should the Agreement end any time after the first 12 months, City will reimburse the Contractor the prorated portion of the annual subscription fee, currently estimated at $17,000.00, for the year in which the contract is terminated. City shall be responsible for subsequent Software annual subscription fees after termination.

Contractor will turn over the rights of the Software and all data contained within the Software to City after payment in full has been received by Contractor. City will be responsible to work with Software vendor to enter into an agreement plus any and all fees associated with the program for any/all future use.

Contractor does not warrant the Software program in any manner. City shall be responsible for any additional training needs for utilizing the program in the event Agreement is terminated.

N. Progress Reports

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, at any time upon request of the City Manager or designee. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the City at any reasonable, mutually acceptable time when requested to do so by the City.

O. Conflicts

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor’s work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor agrees however that the City’s prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor’s representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Agreed to this 9th day of May, 2016.

City of DeKalb:

[Signature]

City Mayor/Manager

[Signature]

City Clerk

Contractor:

[Signature]

Practice Leader/VP Gov Service Midwest
HR Green, Inc.
Exhibit A

Description of Work

It is generally contemplated that Contractor shall provide one ICC Certified Building Inspector to work on a full-time basis at the City, on all working days that the City Hall of the City of DeKalb is open. Additionally, Contractor shall provide Illinois Department of Plumbing Health licensed inspectors on an as-needed basis to conduct plan review and/or inspections that require a licensed plumber.

In the event of after-hours plumbing issues, Contractor shall provide emergency plumbing inspections as requested by the City, with a two-hour response time. Said emergency inspections shall be chargeable at a flat rate of $240.00. In the event that inspection time on-scene exceeds $240.00 in cost based on the standard hourly rate for the inspector who responds, Contractor shall charge the hourly rate for such inspector.

To assist with implementation of software, the Contractor shall provide an ICC Certified Permit Tech Coordinator for approximately three days per week for approximately three weeks of operations, on a schedule acceptable to the City’s Community Development Director. Contractor shall also provide an ICC Certified Chief Building Official for approximately three days per week for approximately the ninety days of operations, on a schedule acceptable to the City’s Community Development Director. The ninety day period will commence once the ICC Certified Building Inspector has begun a permanent schedule for the City.

The Contractor will develop Electrical and HVAC (Heating, Ventilating, Air Conditioning) testing documents for use by the City and will administer the tests as needed for contractors seeking to be licensed to work within the City.

From time to time, when the City receives an inflow of work in excess of that which the assigned staff are capable of handling (in terms of either the volume or complexity of plan review or building inspection), the Contractor shall provide additional staffing as required to meet the deliverable timelines outlined within the Contractor’s Proposal (attached hereto as Exhibit D, “the Proposal”). All building inspections shall be completed within one business day of the date of request; all plan reviews shall be completed in accordance with the Contractor’s Typical Plan Review Lead Times as contained within the Proposal at page 8. Additional staffing shall be provided on-site when required for building inspections. For plan reviews, Contractor may either perform such services on-site, or may perform such services at a remote location (at its discretion).

From time to time when the City receives inquiries regarding more complex projects or plan interpretation, the City and Contractor shall be authorized to agree to utilize personnel with additional relevant training and certifications, up to and potentially including the use of a licensed architect. Costs for such personnel shall be at the rates included in Exhibit B; for personnel not listed on such rate sheet, the cost of such personnel shall be based on the Contractor’s then current billable rates.

Contractor shall provide additional staffing to the City as-requested, when necessary to serve as expert witnesses with regard to building related litigation, or when otherwise required for code enforcement or similar matters. Contractor and the Community Development Director or City Attorney shall collaborate in the selection of appropriately trained and credentialed Contractor personnel for such purposes, and such services shall be billed at the rate schedule contemplated in Exhibit B.

Services billed to the City shall be billed based on actual time accruals and shall not include travel time, except for travel time associated with “flat-fee” pricing and Additional Services provided by the
Contractor as outlined on Page 19 of Contractor's proposal.

The identity and qualifications of the persons providing services to the City shall be subject to the City's approval, which approval shall not be unreasonably withheld or conditioned.

Contractor shall provide to the City, at no additional cost, all items reflected as “At No Additional Cost” items on page 11 of the Proposal. Contractor shall also provide the City, and other parties designated by the City (including other governmental agencies having jurisdiction and/or other contractors utilized by the City during the plan review process) 15 Full-Time Users and 5 Occasional Users (2 hours or less per day) licenses for use of the software contemplated by Contractor. The Community Development Director shall be authorized to approve of “flat-fee” or alternative fee schedule pricing for projects from time to time, as contemplated by page 19 of the Proposal. Such arrangements shall be documented in advance of completion of the project, in writing acceptable to the parties.

Contractor and the City shall communicate regularly regarding the workload and staffing needs of the City. It is contemplated that by use of the personnel assigned to the City, and by the use of Contractor's off-site personnel for plan review (as needed), Contractor shall be able to meet the City's needs based on projected building activity. However, should the needs of the City exceed the capability of assigned personnel based on workload, the City and Contractor shall in good faith reassess the number of personnel assigned to the City and shall reasonably agree on adjusting such staffing on a regular basis so as to provide services as contemplated herein.

It is generally contemplated that the City shall be responsible for initial permit intake, and for permit entry into the software. The City shall have sole responsibility for permit fee intake and for handling of proceeds; Contractor's personnel shall not handle permit fees or related revenues. The City shall perform fire prevention review of building plans; from time to time, the City and Contractor may agree to supplement such City services with Contractor's personnel with respect to a given project or project, on an as-needed basis. The City shall perform civil engineering review and planning/landscaping review of projects; from time to time, the City and Contractor may agree to supplement such City services with Contractor's personnel with respect to a given project or project, on an as-needed basis.

Contractor shall generally perform all other building department plan review and inspections with regard to building permits, fence permits, shed permits, and other permits. During the initial orientation period contemplated above, the City and Contractor shall work in good faith to coordinate their approach to the various types of permits reviewed or issued by the City and the various types of inspections completed by the City, so as to appropriately assign either Contractor or City personnel to such tasks, and so as to ensure that Contractor's personnel perform all services as reasonably requested by the City. Contractor and the City shall prepare written documentation outlining the scope of responsibilities, which responsibilities shall be allocated between the parties in good faith.

For example, with regard to a fence permit, the City and Contractor shall determine who shall review the permit application, who shall conduct the post-hole inspection, who shall conduct the final fence inspection, and what items shall be considered in such review and inspections. Additionally, the parties shall discuss what issues require notification of the City Engineer (or designee) for review and consideration, such as the construction of impediments that potentially adversely affect drainage. The parties acknowledge that not all such issues are capable of being identified and resolved at the outset of this Agreement, and thus agree to collaborate in good faith on an ongoing basis to improve the building review process, and to effectively and efficiently utilize City and Contractor personnel.
Additional description of the Work:

- Contractor shall provide a written test and scoring key for all contractor licensure required under then-current City of DeKalb Codes, and shall assist in scoring and approval of such tests. Said testing documents shall be updated regularly as determined necessary by the parties.

- From time to time, as requested and approved by the City in writing, Contractor may provide the following supplemental services, all performed by qualified persons:
  - Site/Civil Engineering Plan Review: $134/hour.
  - Structural Calculations/Plan Review: $134/hour.
  - Tree Arborist Plan Review: $134/hour.

- The Parties acknowledge that plan review services completed on behalf of the City, whether on-site or whether completed by Contractor's ICC qualified personnel (ICC Master Code Professionals, ICC Certified Building Officials or Licensed Architects) shall be performed at an hourly rate of $112 per hour. The Parties further acknowledge that all services provided by Contractor's primary on-site employee, Rob Wierzbka, shall be chargeable at his standard hourly rates.

- All of the fees contemplated in this Exhibit shall be subject to adjustment consistent with the attached Exhibit B and sub-exhibits thereto.

- The Parties acknowledge that Wierzbka's first effective date at the City was July 18, 2016. Contractor's employee Don Plass began providing services to the City prior to that date. However, Contractor shall continue to assign Mr. Plass to provide services to the City, estimated to be approximately three full days per week, for a period of ninety days following July 18, 2016, to provide assistance to the City in updating codes and in implementing plan review updates.

- Contractor's services in code enforcement or in testimony or activities relating to City litigation shall be chargeable at Contractor's normal hourly rates.

- The Parties anticipate collaborating on the installation of a public access portal or kiosk for public access for electronic plan submission in the lobby of City Hall. The Parties may agree to terms on the cost of such system and installation thereof by virtue of a written amendment to this agreement.

- The Parties shall utilize the SmartGOV system to provide electronic permit tracking and inspection records, subject to the following provisions:
  - The Parties anticipate collaborating on the implementation of a merchant services system to accept electronic payments through the SmartGOV software to be utilized to manage vendor services. The Parties may agree to terms on the cost of such system and installation thereof by virtue of a written amendment to this agreement.
  - The Parties anticipate collaborating on the implementation of a financial connector to link the SmartGOV software to the City's existing (or future) financial software electronically. The Parties may agree to terms on the cost of such system and installation thereof by virtue of a written amendment to this agreement.
o Contractor shall pay all fees and provide all hardware necessary for Contractor’s personnel to be able to complete inspections utilizing mobile inspection technology to document conditions in the field and upload such inspections electronically, and to complete, disseminate and track inspection reports electronically. If the City wishes to utilize this functionality (e.g. for fire prevention inspections), the City shall be responsible for provision of hardware and software for its personnel.

o The Parties shall collaborate on the implementation of a “parcel connector” to import historical parcel information currently maintained by the City into the SmartGOV system, and to provide for information linking between City records and SmartGOV prospectively. Said software implementation shall be at a cost agreed to by both parties in writing, and shall include historical permit data (for read-only access), as well as current active/open permit data (so that it can be tracked and updated in SmartGOV).

o While the Parties had discussed the utilization of a connector between SmartGOV and Firehouse, such connector is not presently contemplated to be utilized and would require separate written agreement between the parties.

o The Parties acknowledge that the estimated cost of the base SmartGOV software is $34,000 per year. Should the City of DeKalb cancel or terminate this Agreement within the first twelve months of the Agreement (starting from the date of Contractor’s first performance on-site), the City shall be responsible for paying a pro-rata software cancellation fee equal to $2,833 per month for each full or partial month remaining on the initial twelve-month term. In subsequent years, the estimated software renewal fee is $17,000 per year. Should the City of DeKalb cancel or terminate this Agreement within the first twelve months of the Agreement (starting from the date of Contractor’s first performance on-site), the City shall be responsible for paying a pro-rata software cancellation fee equal to $1,416 per month for each full or partial month remaining on the then-current twelve-month term. The City may terminate at the conclusion of any full year term without payment of a software cancellation fee.

- Contractor’s normal hours of operation shall be on business days of the City of DeKalb, from 7:30am to 4:30pm, with a one-hour lunch break at 12:00pm.
Exhibit B

Fee Schedule

Work performed under this Agreement shall be paid on an hourly, time and materials basis in accordance with the attached Fee Schedule. In addition, the City shall be responsible for the payment of $600 per month, to cover the provision of one vehicle to service the needs of the City.

Regular services shall be billed at the rates described in the attached Exhibit B-1 (following this page). Supplemental services for non-permit time shall be billable at the rates described below:

**BILL RATE FEE SCHEDULE - 2016**

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil / Structural Engineering Reviews /</td>
<td>Professional Engineer I / II</td>
<td>$134 per hour</td>
</tr>
<tr>
<td>Wetland Specialist Plan Reviews</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tree Arborist Plan Reviews</td>
<td>Licensed Arborist</td>
<td>$134 per hour</td>
</tr>
<tr>
<td>Building Plan Reviews</td>
<td>State Licensed Architect / Chief Building Official / Master Code Professional</td>
<td>$112 per hour</td>
</tr>
<tr>
<td>Landscaping Reviews</td>
<td>Licensed Landscape Architect</td>
<td>$108 per hour</td>
</tr>
<tr>
<td>Building Inspections</td>
<td>ICC Certified Building Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>ICC Certified Mechanical Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>ICC Certified Electrical Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>IDPH Licensed &amp; Certified Plumbing Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Code Enforcement / Property Maintenance</td>
<td>ICC Certified Property Maintenance / Housing Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Permit / Administrative</td>
<td>Permit Coordinator / Administrative Assistant</td>
<td>$67 per hour</td>
</tr>
</tbody>
</table>

HR Green will provide “flat-fee” pricing to the City for CDBG projects or for other projects as requested by the City from time to time.

HR Green will provide the following services / functions:

- Attendance at Building Code Board of Appeals meetings, City Council meetings or other meetings of public bodies or committees of the City, as required.
- Code Enforcement inspections (outside of a building permit) and/or inspections relating to City efforts to remediate or condemn properties in the City.
- Expert testimony regarding plumbing codes and other codes.
- Professionally formatted reports acceptable to the City.
- Supplemental City Code interpretation services.
- Emergency services pertaining to building collapse, fire, or other calamity.
- Pre-application services, including meetings with prospective permit applicants.
### Building Inspections and Plan Review Services

#### 2016: May 9, 2016 – December 31, 2016

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Estimated Hours</th>
<th>Rate</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. Org / Transition / Building Inspections / Plan Review</td>
<td>(1) Chief Building Official 3 days – 24 hours / week (For 90 days)</td>
<td>296</td>
<td>$112.00</td>
<td>$33,152.00</td>
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<tr>
<td>Building Inspections / Plan Review</td>
<td>(1) ICC Certified Building Inspector Residential / Commercial (FT) 5 days / week</td>
<td>1320</td>
<td>$80.00</td>
<td>$105,600.00</td>
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<tr>
<td>Administrative (By City)</td>
<td>(1) FT Permit Tech (1) PT Admin</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td>Sub-Total: $138,752.00</td>
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<tr>
<td>Plumbing Inspections</td>
<td>IDPH State Licensed Plumber (PT On-Call) (estimated)</td>
<td>300</td>
<td>$80.00</td>
<td>$24,000.00</td>
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<td></td>
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<td></td>
<td></td>
<td>Sub-Total: $162,752.00</td>
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<tr>
<td>HR Green Vehicle (1 vehicle)</td>
<td></td>
<td>$600 each / 7 months</td>
<td></td>
<td>$4,200.00</td>
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<td>* Only billed for time at the City</td>
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<td>NOT TO EXCEED: $166,952.00</td>
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#### 2017: January 1, 2017 – December 31, 2017

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<tr>
<th>Task</th>
<th>Personnel</th>
<th>Estimated Hours</th>
<th>Rate</th>
<th>Annual Cost</th>
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</thead>
<tbody>
<tr>
<td>Building Inspections / Plan Review</td>
<td>(1) ICC Certified Building Inspector Residential / Commercial 5 days / week</td>
<td>2080</td>
<td>$82.00</td>
<td>$170,560.00</td>
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<td>Administrative (By City)</td>
<td>(1) FT Permit Tech (1) PT Admin</td>
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<td></td>
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<tr>
<td>Plumbing Inspections</td>
<td>IDPH State Licensed Plumber (PT On-Call) (estimated)</td>
<td>520</td>
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<td>$600 each / 12 months</td>
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<td>$7,200.00</td>
</tr>
<tr>
<td>* Only billed for time at the City</td>
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<td></td>
<td></td>
<td>NOT TO EXCEED: $220,400.00</td>
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#### 2018: January 1, 2018 – December 31, 2018

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<tr>
<th>Task</th>
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<th>Estimated Hours</th>
<th>Rate</th>
<th>Annual Cost</th>
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<td>Building Inspections / Plan Review</td>
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<td>2080</td>
<td>$84.00</td>
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</table>
Exhibit C

Insurance Requirements

1. All Contractors and All Contracts

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers’ compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

Except with respect to insurance provided under Section 2 hereof (Professional Liability Insurance), any certificate of insurance shall further indicate that the City is additional insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City’s insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days’ notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the “City” shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

2. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage

Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than Five Million Dollars ($5,000,000.00) per claim and in the aggregate. Said policy need not identify the City as additional primary insured.

3. Commercial General Liability Coverage Requirements

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains commercial general liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per occurrence / Two Million Dollars ($2,000,000.00) aggregate.

4. Automobile Insurance Coverage

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains Commercial automobile liability insurance with policy limits of not less than Two Million Dollars ($2,000,000.00) combined single limit.

5. Umbrella Insurance Coverage

Contractor shall also be required to provide the City with a Certificate of Insurance in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and
maintains umbrella form insurance coverage with policy limits of not less than Fifteen Million Dollars ($15,000,000.00) per occurrence and in the aggregate.

6. Indemnification

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including, but not limited to, the Illinois Worker’s Compensation Act or similar laws or statutes) shall in no way limit the Contractor’s obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs caused by the Contractor’s work provided under this Agreement.

The Contractor shall be responsible for any damages to property or persons caused by an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages resulting therefrom.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents (collectively, the “City Indemnites”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor’s employees, or subcontractors.
Exhibit D

The Proposal
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  Plan Review Letter Examples....................................................... \textit{proceeds flowcharts}  
  \begin{itemize}  
    \item High-Rise Project (21 Story) \end{itemize}  
  \begin{itemize}  
    \item Plan Review Letter Example for Mid-Rise (5-Story) \end{itemize}  
  \begin{itemize}  
    \item Plan Review Letter Example for Multi-Family \end{itemize}  
  \begin{itemize}  
    \item Plan Review Letter Example for Single Family \end{itemize}  

Bid Package with completed forms (see tab)
Firm Description: HR Green

HR Green, Inc. (HR Green) is a professional engineering and technical consulting firm serving clients in the public and private sectors for over 100 years. We are a privately held, employee-owned company, and fully committed to the success of our clients and the well-being of over 400 employees.

HR Green builds business accountability into every task we perform for our clients. This means we partner with our clients to create viable facilities and healthy enterprises that are truly sustainable for the client. HR Green professionals can be counted on to help clients maintain service quality with challenging budgets.

HR Green professional staff includes former public sector employees. In fact, 80% of our Governmental Services leadership has an average of 18 years of experience in working for the public sector. In addition, our Building and Safety staff average 28.5 years of experience. Our staff helps clients identify, qualify and implement workable ways to improve and optimize service delivery. These solutions have been successful in helping governments with their most significant issues by reducing expenses by creating efficiencies; helping to manage their programs, and to assist in providing a high level of service to their constituents.

We have been in business without interruption since 1913. We carefully target our technical services to address the most timely needs of society, and thus to succeed as sustainable businesses.

Our five business lines provide comprehensive services as follows:

- **Governmental Services** – Program management for local government – city engineering, building department, plan review, inspection services, code enforcement, government operations and maintenance, and process improvement and revenue enhancement services. **Community redevelopment** – brownfields and downtown revitalization to include visioning and land use planning to create a sustainable future.
- **Transportation** – Highways & Bridges – streets, traffic engineering and bridge design services. **Construction Services** – construction management and inspection.
- **Water** – Potable Water - resource, treatment and distribution. **Wastewater** - collection, pumping and treatment; residuals handling and disposal. **Water Resources** – surface water management, stormwater best management practices, and flood protection and control.
- **Land Development** – Residential - unified land planning, engineering, surveying, construction, and landscape architecture consultants. **Commercial and Industrial Development** - underground infrastructure improvements/extensions, offsite roadway enhancements, floodplain/wetland constraints, stormwater management requirements and zoning implications. **Institutional** - efficiently evaluate property through various concepts and review potential future expansions and utility availability during the earliest stages of the due diligence process.
Executive Summary

HR Green is pleased to have the opportunity to assist the City of DeKalb by providing professional services for plan intake and distribution, plan review, inspections, and supplemental code enforcement services. At your direction, we have prepared this proposal as a general outline of the work activity anticipated to complete this assignment. We understand that the City’s needs include supplemental building Permit Clerk personnel, and an on-site Chief Building Official to coordinate and execute all building division functions, plan reviewers, and inspectors. We further understand that we will be called upon to operate in close coordination with a number of City departments and that our proposed staff will operate under the direct supervision of the Community Development Director, and will primarily answer to, and be directed by, the Community Development Director, as the designee of the City Manager. In addition, we understand that at the inception of the contract, we shall be required to provide not less than five full business days of time with the City, at no cost to the City, to organize the division of work and responsibilities by, and between, City personnel and Contractor’s personnel.

We will work with the City to provide an effective and efficient service to your citizens, business owners, developers, contractors, architects and engineers and will deliver answers to frequently asked questions building code related questions, and general information about the development process. HR Green will work in compliance with City policy, codes, and interpretation and will accommodate the City’s preferences in the management of building permits and the operation of City facilities.

We understand that Inspection services for the City can mean a site visit for any plumbing, electrical, building (including structural and accessibility) or mechanical inspection, and service request inspections, such as stop work orders, construction site maintenance, etc. City inspections shall include, but not be limited to, any necessary research or consultation, all meetings and phone conversations with City staff, permit contacts and applicants, written and electronic documentation, and all site reviews related to an inspection. HR Green Inspectors (e.g. Mechanical, Plumbing, Electrical and Building) will be available to the City and will provide appropriate personnel to perform the Inspections and Re-inspections within 24 hours from the time an inspection is requested by a permit applicant and scheduled by the City. In addition, HR Green inspectors will assist in enforcing code violations through the Circuit Court and the Administrative Adjudication process as well as will be available for emergency and after hours as needed.

Our staff will perform comprehensive building plan reviews on a wide variety of developments, such as business commercial, industrial, multi-family, multi-family townhomes, Northern Illinois University, single family duplex, single family detached, single family townhomes and other (church, schools, gov. buildings, etc.). These reviews may include complete or partial reviews of projects for compliance with fire and life safety, structural, energy, green code, accessibility, electrical, mechanical and plumbing requirements in accordance with current applicable state and local codes.

Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. We have included our Typical Plan Review Lead Times on page 8 for your review.

ICC-Certified HR Green Inspectors will provide building inspections of all trades. HR Green shares your philosophy as stewards to facilitate the permit approval and code compliance process.

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan review/digital commenting to maximize efficiencies, promote project transparency, and save time and money.
Scope of Work & Ability to Meet Requirements

HR Green Staff understands the dynamics and challenges associated with successfully implementing Building Department Services and our staff team is equipped with the following:

- **Flexibility** – Quick adaptability to short, changing or unique schedules, work scopes, working environments or other restrictions
- **Responsiveness** – Ease of access to technically proficient in-house consultant staff
- **Proactiveness** – Thinking ahead with hands-on project management
- **Innovation** – Using creative, big picture thinking to save time and money
- **Reliability** – Meeting project schedules and budgets with quality work
- **Effectiveness** – Logical sequencing to identify priority projects and formulate an effective program

Along with required technical skills, our proposed staff will maintain integrity, be proactive, flexible and communicate effectively. An orientation to City policies and procedures will also take place prior to staff assignment in order to save time and streamline the mobilization process. Our knowledge and understanding of municipal services will also direct us to coordinate with internal and external agencies when necessary.

---

Unique characteristics to the delivery of Building Department Services include:

- Following City Protocols / Processes
- Maintaining Quality of Deliverables within Time-Sensitive Deadlines
- Leveraging Multi-Faceted Staff
- Providing Customized Solutions
- Utilizing the Latest Electronic Plan Review and Inspection Software
- Rapid Response to Emergency Situations
- Highly Technical Experience
- Minimize Amount of Legal Counsel Time to Enforce Codes
- Collaboration and Partnership with the City
I. Work Outside of Permit Review

We understand the City's requirements outside of permit review and agree to have at least one employee present at the City of DeKalb City Hall, 200 S. Fourth Street, DeKalb, Illinois during all normal business hours of the City's Building Department.

It is further understood that the City shall have primary responsibility for answering phones and initially receiving permits and fees as described in the Request for Proposal (RFP) on page 34. HR Green personnel will be available to assist in answering phones during high-volume times, to meet with customers at the counter and discuss building-related issues (or provide building code related advice or comments), and to intake permits based upon the City's established procedures. HR Green staff will be secondary to the City's personnel with regard to phones and permit intake, and primarily with regard to the obligation to answer customer questions regarding building or code-related matters. It is also understood that HR Green staff will not be requested to accept permit fees or handle funds on behalf of the City, and will not handle funds. We also understand that occasionally HR Green staff may be called upon to answer phones and/or intake permits without assistance from City personnel, for limited periods of time on a regular basis, and for up to eighty hours per year to cover the vacation schedules of City employees (on a pre-arranged, scheduled basis). In such instances, HR Green staff shall provide such service at no additional cost, and shall refer matters to the City's Finance Department for payment of permit fees or other charges.

Equipment and Uniforms

HR Green will provide all computer, printer and scanner equipment required to fulfill our roles for the City and will reasonably coordinate our information technology equipment with the City's equipment. In addition, HR Green will provide access to such software, and all required licenses, at no additional cost to the City in compliance herewith and will set up a shared network drive to keep various records.

In addition, HR Green will provide our staff with uniforms and identification as required by the RFP, and shall provide clean, safe, attractive vehicles for use by its personnel in completing inspections or otherwise acting on behalf of the City.

Reports and Testing

HR Green will regularly provide detailed status reports to the City, in paper or electronic format as required by the City, and shall provide not less than two hours of meeting/coordination time with the City, per week, at no additional cost.

HR Green also understands that the City currently provides for local testing of certain types of construction workers and contractors. HR Green shall provide a written test for use for each type of testing that the City offers, and shall provide qualified personnel to score such tests and approve issuance of contractors licenses, at no additional cost. We further understand that the City shall administer contractor licensing applications, fees and the issuance of actual licenses.
City Codes Review, Meetings, Calendars and Number of Employees

HR Green shall provide not less than forty hours per year to the City of time to review and/or recommend updates to applicable City codes or ordinances. It is noted that time in excess of forty hours per year shall be chargeable at Non-Permit Time rates where specifically requested by the City.

Where inspections or meetings are required to be scheduled, HR Green acknowledges that our staff shall have primary responsibility for accepting phone calls or inquiries relating to such events, and for scheduling such events on the calendars of the Contractor’s personnel. The City shall be granted access to the calendars of HR Green personnel for purposes of scheduling meetings, verifying events and/or ascertaining the location of the personnel. We shall provide individual cellular telephones to each of our personnel who service the City, and shall provide the City with the phone numbers for such telephones, for use by the City and its customers.

HR Green will assume the responsibility of determining the number of employees who shall serve the City on a day-to-day basis. We have the expertise and experience to know first-hand on the number of staff needed to support a City’s needs. HR Green will provide an adequate number of employees to maintain coverage at the City, and also to complete all inspections within the timeframe agreed upon with the City.

II. Contractor Software

HR Green will work and coordinate plan reviews with the City’s MSI software system. HR Green will utilize software for permit tracking and software for electronic plan reviews. HR Green will leverage its multi-faceted staff to perform technical building plan reviews on commercial and residential projects in electronic format or traditional paper format to include:

- Mechanical
- Electrical
- Plumbing
- Energy
- Accessibility
- Means of Egress
- Use and Occupancy
- Building Height and Areas
- Construction Type, etc.

Electronic Plan Review is the answer to reducing review time, managing workflow and making sure more gets done with fewer resources. It is designed to help streamline the process and increase efficiency, as well as help the environment by reducing your carbon footprint.
III. Non-permit Time

HR Green understands that occasionally, our qualified staff may be required to attend Building Code Board of Appeals meetings, City Council meetings or other meetings of public bodies or committees of the City. In addition, we understand that we may be called upon by the City to perform Code Enforcement inspections (outside of a building permit) and/or inspections relating to City efforts to remediate or condemn properties in the City. Furthermore, HR Green will provide personnel qualified to render expert testimony, under oath, with regard to the compliance or non-compliance of structures with applicable building, mechanical, structural, electrical or property maintenance codes and expert testimony regarding plumbing codes, under the same terms and conditions. Our inspectors and personnel responsible for creating reports (including photographs and narratives) will represent the City in a professional, timely, organized and courteous manner.

IV. Permit Process

HR Green will provide Permit Administration, Coordination with Sanitary District, Other Units of Government, Fire Prevention Officer, and the City Engineer. Our in-house Professional Engineers, Licensed Architects, and ICC Certified staff are qualified and ideal for the coordination required with other agencies.

We will also coordinate any permit application with the City’s Site Review Permit Application process as outlined in the RFP. HR Green personnel will provide permit processing and issuance duties, plan review, inspections and final approval/certificate of occupancy as requested and detailed in the City’s RFP.

Plan Reviews

HR Green will work and coordinate plan reviews with the City’s MSI software system. HR Green will leverage its multi-faceted staff to perform technical building plan reviews on commercial and residential projects in electronic format or traditional paper format to include:

- Architectural
- Mechanical
- Electrical
- Plumbing
- Energy
- Accessibility
- Means of Egress
- Use and Occupancy
- Building Height and Areas
- Construction Type, etc.

Electronic Plan Review is the answer to reducing review time, managing workflow and making sure more gets done with fewer resources. It is designed to help streamline the process and increase efficiency, as well as help the environment by reducing your carbon footprint.

HR Green's Permit Coordinator / Administrative Staff will assist applicants and the City with plan review submittal requirements to establish a cohesive workflow process to minimize delays. We will verify that the drawings and specifications comply with adopted building codes, local municipal codes and ordinances and all third party reports, such as Soils and Geological Reports, Civil Engineering/Grading Drawings and Surveys, Roof & Floor Engineered Truss Design Plans and Calculations and Structural Design Plans and Calculations. We will recognize the need for and require plan reviews for electrical, plumbing, mechanical, energy (ResCheck and ComCheck), and ADA (as applicable) code requirements.
HR Green will:

- Provide traditional plan review consultations via telephone or email
- Deliver timely feedback to City staff and applicants
- Conduct additional reviews of plan revisions, and third party reports

HR Green will complete standard and expedited plan review turn-around times efficiently as outlined in our plan review standard schedule according to the type of project (as noted on the following page titled Typical Plan Review Lead Times). HR Green will return a complete set of plans and documentation for record and archival storage and additional copies as requested by the City.

Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Our plan review staff has a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. Any changes made will be incorporated and redistributed to all staff with the updated amendments. Upon completion of the plan review, we will forward a copy of the transmittal and correction lists to the City.

We will track review comments to verify that the design team has addressed each comment. This is critical on larger, multi-disciplined projects where there may be overlap between disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines. When plan reviews are completed, they will be stamped on every page, signed and forwarded with a transmittal form directly to the City. The plan review transmittal procedure used by our firm minimizes the possibility of the plans being tampered with when being forwarded for permit issuance.

Our Transmittal Forms will be customized for use exclusively with plan reviews to the requirements set forth by the City.
# TYPICAL PLAN REVIEW LEAD TIMES

Providing building plan reviews, inspections and enforcing code requirements are essential for life safety and welfare of the public. Site plan reviews encompass storm water regulations, utility requirements and compliance with local ordinances. Structural plan reviews and calculations reviews confirm structural code safety compliance. Building inspections will be completed within your desired response window.

<table>
<thead>
<tr>
<th>Type of Building</th>
<th>First Plan Review</th>
<th>Second Plan Review</th>
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</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td></td>
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<tr>
<td>• New Construction</td>
<td>5 Business days or less</td>
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</tr>
<tr>
<td>• Addition</td>
<td>4 Business days or less</td>
<td>2 Business days or less</td>
</tr>
<tr>
<td>• Remodel</td>
<td>4 Business days or less</td>
<td>2 Business days or less</td>
</tr>
<tr>
<td>Multi-Family Residential (Less than 4 stories)</td>
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<tr>
<td>• New Construction</td>
<td>10 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>• Addition</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>• Remodel</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>Commercial (Less than 12 Stories)</td>
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<td></td>
</tr>
<tr>
<td>• New Construction</td>
<td>15 Business days or less</td>
<td>7 Business days or less</td>
</tr>
<tr>
<td>• Addition</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>• Remodel</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>Retail / Restaurants / Hospitality</td>
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<td></td>
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<td>• New Construction</td>
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</tr>
<tr>
<td>• Addition</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>• Remodel</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>Municipal / Educational / Industrial</td>
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<td></td>
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<tr>
<td>• New Construction</td>
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<tr>
<td>• Addition</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
<tr>
<td>• Remodel</td>
<td>7 Business days or less</td>
<td>5 Business days or less</td>
</tr>
</tbody>
</table>
HR Green will provide a consistent roster of International Code Council (ICC) Certified Inspectors to perform building inspections during the construction phases of the City's improvement projects. Our Building Inspectors will conduct inspections of all trades to verify that the construction complies with approved plans, specifications, and all applicable codes and ordinances. Inspectors and staff will provide on-site consultations to residents and contractors to determine areas of non-compliance. Our inspectors will work to educate and inform residents/contractors to gain compliance in advance of enforcement action, while at the same time complying with the enforcement time schedules prescribed by the City. At the City's request, we will also provide electronic documentation, record all inspections, including their results, and track their status for compliance. The HR Green Permit Coordinator can assist the City with scheduling as needed. In addition to meeting the scheduling requirements set forth by the City, our inspectors will provide 24 hour Emergency or After-Hour assistance as requested by emergency or City personnel. In addition, HR Green will provide the necessary contact information to be added to the Emergency Call Chain List.

HR Green's ICC-Certified Building Inspectors shall provide the following field services during the City's normal business hours:

- Read and study project plans and specifications to verify that work is being performed according to approved plans and codes
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including applicable city, county, state, and federal requirements
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving to achieve code compliance and working closely with property owners through completion of the inspection and occupancy
- Identify and document deviations between approved plans and actual field installations
- Write detailed correction and/or stop work order notices, as applicable
- Proficiently communicate with contractors, architects, engineers and building owners to provide clear and concise direction
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners, developers and contractors
- Maintain permit tracking record of non-complying items and follow up to resolution
- Incorporate and update inspection reports daily for multiple staff access
Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction and we request design construction addendums from architects or engineers as applicable.

Understanding that municipal services are not delivered in a vacuum, we appreciate the importance in coordinating with other internal and external agencies when necessary. Efficient communication is one of the most important elements for inspection and code compliance. The speed with which we process communications can aid or restrict the progress of construction and code compliance. Effective communication is far more than simply submitting progress reports on time. Communicating is about knowing what level of detail to provide, the urgency that each item should receive and choosing the right method to distribute the message. We will provide clear and concise summaries for management review and easy to understand executive summaries will accompany technical reports.

Final Approval / Certificate of Occupancy

Upon satisfactory completion and code compliance of all required inspections, receipt of approval from all required third parties and payment of all required fees, HR Green shall make a recommendation to the City to provide final approval, permit closeout, and/or issuance of a temporary or permanent certificate of occupancy.

- HR Green will provide the City with a recommendation for a temporary certificate of occupancy with conditions to be satisfied prior to issuance of a final certificate.
- HR Green understands the decision to issue or not issue a final closeout/certificate shall be at the City’s discretion and any later required bond refund or similar matters will also be handled by the City.
- HR Green will work efficiently and effectively with the City to provide a cohesive workflow from permitting through issuing certificates of occupancy and code compliance.
V. Housing and Urban Development Work

HR Green is a professional consulting Engineering firm and very familiar with CDBG and understands that the City is a recipient of Community Development Block Grants (CDBG) from the Department of Housing and Urban Development. It is further understood that work performed under CDBG grants is typically required to be performed on a flat-fee basis, negotiated based upon the scope of work to be performed. HR Green’s response to this RFP indicates our willingness to provide “flat-fee” pricing to the City, based upon a known project and known scope of services, for CDBG projects undertaken by the City from time to time. HR Green shall be utilized by the City for the provision of such flat-fee CDBG projects, without further competitive bidding or solicitation.

VI. Other Requirements Applicable to the Work

It is HR Green’s understanding, from the City’s RPF, that the items listed below are exceptions of services to be provided at no additional cost to within the Scope and Fee.

"At No Additional Cost" Items:

- +40 hours for transition/organization.
- +40 hours for code updating.
- +80 hours for vacation coverage and from time to time, based upon the operational needs of the City, HR Green’s personnel may be called upon to answer phones and/or intake permits without assistance from City personnel.
- Written testing templates and personnel to score and approve.
- All other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City.
- Where HR Green is required to provide software (as described on page 34 of the RFP), HR Green shall provide access to such software, and all required licenses, at no additional cost to the City in compliance herewith.
- HR Green shall regularly provide detailed status reports to the City, in paper or electronic format as required by the City, and shall provide not less than two hours of meeting/coordination time with the City, per week, at no additional cost.
- It is understood that the City will work cooperatively with HR Green to arrange for internet access and to coordinate other IT needs (such as the shared server access). HR Green shall provide all hardware necessary for its provision of the services contemplated herein, at no additional cost.
- For any permits which are issued by the City on behalf of the Sanitary District, HR Green shall issue such permits at no additional cost.
- For any City-issued permits which require coordination with other units of government (e.g. confirmation that School District or Park District has received required impact fee contributions prior to issuance of new residential building permit), HR Green shall coordinate their comments and ensure that all conditions precedent to permit issuance have been satisfied, prior to permit issuance, at no additional cost.
Workload and Qualifications

We understand the historic workload of the City and realize that these figures could help project the future workload of the City but no way guarantee the accuracy of future workload estimates.

Referencing the City's historic permit activity, we are confident to handle the current and future workload of the City by utilizing HR Green staff as outlined in the proposal form pricing.

We are aware that the City utilizes an in-house Administrative Adjudication process. Our proposed staff will be able to attend Administrative hearings at the City Hall or Circuit Court should our inspectors be required to provide testimony and documentation (i.e. Inspection reports, statements, photos, or other supporting information). HR Green’s technical support staff (Architects and Engineers) can also provide professional testimony upon request.

Key Personnel

HR Green will assign a team of highly qualified Building and Safety plan review and inspection staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. This staff will be led by an On-site ICC Certified Building Official/Master Code Professional to help coordinate and execute all building division functions, plan reviews and inspections. They will be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner.

Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our assigned Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans and analyzing codes, and inspecting new construction or improvements. A successful element of HR Green’s Alternative Service Delivery philosophy is to find multi-faceted staff that can wear many hats and easily transition between different tasks in order to:

- Maximize utilization
- Minimize staff levels
- Reduce costs, paper, and storage, and move towards a paperless office environment
- Maintain consistency of service

Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders is key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; electronic plan reviews and efficient inspection services.

HR Green is proposing a full range of multi-faceted staff members including the utilization of existing City staff. Our organization chart is listed below along with a matrix of staff capabilities and resumes included on the following pages.
HR Green will replace and/or add inspectors, plan reviewers, certified building officials, master code professionals, permit coordinators/administrative assistants and licensed professionals as needed and mutually agreed with the City of DeKalb based on City Demand. Please refer to the following page that lists our proposed staff and additional staff that we have available.
# Proposed Staff and Additional Staff - Capabilities Matrix

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<tr>
<th>Name</th>
<th>Building Administration</th>
<th>Building Plan Review</th>
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<th>Mechanical Plan Review</th>
<th>Mechanical Inspection</th>
<th>Electrical Plan Review</th>
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Frank has over 28 years of experience as a Licensed Architect, Project Manager, Building Inspector and Building Commissioner in the private and public sectors of Architecture, Construction and Municipal Government. He is currently the Chief Building Official to HR Green’s Building and Code Governmental Services Business Line – Midwest. Frank is officially certified with the ISBOE as a Plan Reviewer and Inspector, has managed a wide variety of building services and their processes including plan reviews, construction inspections and code enforcement. He has previously managed his own architecture firm including the management of multiple construction trades, simultaneously overseeing their scope of work as well as management of municipal staff servicing the public. He understands department process efficiency relationships pertaining to meeting budgets, revenues and expenses and the importance of servicing the public. Frank has also administered City Building and Zoning and Code Enforcement Departments from permitting through issuing certificates of occupancy and code compliance. He has a proven track record of evaluating a Building Department and improving its performance processes and implementing a proactive educational approach to code enforcement.

Frank’s administrative management ability and construction knowledge combined with extensive code analysis experience and his determination to solve problems makes him an essential leader of building services at HR Green. He is able to assess plan reviews and building inspections thoroughly and quickly and understands their processes assisting both municipal staff and builders and developers alike. Frank also confidently interacts with people in a caring and problem solving manner that allows for a proactive partnership approach to code enforcement compliance. His education, experience, skills and knowledge allows Frank to successfully analyze buildings for safety, energy efficiency, accessibility and code compliance from foundation through final occupancy.
Timothy Hartnett | Vice President - Governmental Services | Principal in Charge

With 30 years of experience, Tim Hartnett currently serves as Vice President in the Governmental Services business unit at HR Green in the McHenry, Illinois office. He oversees the municipal group in all the Illinois offices. Tim has provided ongoing municipal engineering services to several municipalities in northern Illinois over the last 20 years. These services have involved Tim’s dedication to the overall management of operations within the municipality including Subdivision and Site Improvement review and approval process from concept plan through the Final Plat in accordance with the municipality's Municipal Code, Engineering Standards, applicable development agreement and annexation agreements. Tim has experience performing other services which has included grants and funding procurement for roadway, parks and facility improvements, construction observation, meeting attendance, general engineering advisory services, water and wastewater master planning, capital infrastructure planning and implementation, MFT Road programs as well as PW staff augmentation and Engineering Department support.

Peter M. Vernon | Chief Building Official, Master Code Professional

Peter Vernon joined HR Green as a Certified Master Code Professional and Certified Building Official, bringing more than 40 years of experience in engineering, construction, administration, and code enforcement of public and private sector construction programs including education, library, commercial, industrial, fossil fuel and nuclear power generation, and manufacturing facilities. Peter joined HR Green’s McHenry office in 2015 as part of the expansion of the firm’s Building Department and Code Enforcement Services to the six collar counties in northern Illinois. In addition to holding 16 ICC certifications, he is one of five individuals currently listed with Illinois State Board of Education full plan review/inspection qualification. He is also a member of the International Association of Electrical Inspectors and a certified Commercial and Residential Building Inspector.

Gregg Shisler | IDPH Licensed Plumbing Inspector

Gregg Shisler brings 25 years of plumbing experience to the HR Green Governmental Services business line as a Certified Plumbing Inspector. An IDPH Certified Plumbing Inspector, and prior to HR Green, Shisler most recently has been conducting plumbing inspections in seven suburban Chicago communities. Previously, he owned his own plumbing company working on high-end custom homes as well as commercial and service work. In addition to his extensive experience performing sewer and water inspections, he also has experience with both P.V.C. and cast iron installation, design and installation of copper water line systems, installation of gas systems to meters, installation of new water mains to both residential and commercial applications and the installation of new sewer connections from property to city sewer systems.
Tina Williams | Permit Coordinator
Tina brings over 20 years of experience in both public and private sectors of the building and safety industry including, Permit Processing, Building Inspection Tracking and Coordination, Building and Zoning Department Administration, Code Enforcement Administration, Adjudication Administration and Police and Public Safety Administration. Tina has a complete understanding of municipal government operations and has worked cooperatively with Elected Officials, Building Commissioners, Treasurers, Police Chiefs, Code Enforcement Officers, Building Inspectors, Developers, Engineers, Architects and Business Owners and Residents. Tina has also participated in Vision and Comprehensive Planning, Hosting Public Workshops and has generated educational literature for building and code enforcement proactive initiatives.

Tina’s professionalism, well-balanced blend of competence, experience, diligence, organizational skills and municipal knowledge allows her to proactively service the public and makes her an essential part of the HR Green Building and Code Services Team.
Necessary Licenses

HR Green's staff possess all of the necessary federal, state, and local licenses as are required by law, and can, upon request, furnish satisfactory proof to the City of DeKalb that the licenses are in effect during the entire period of the proposed contract for each individual assigned to work under the contract. The following document is the evidence of the required license from the State of Illinois per Section III of the RFP Submittal Requirements.
Detailed Cost Proposal & Rates

Per the City of DeKalb’s RFP on page 22, Exhibit A, HR Green is willing to comply with terms relating to CDBG flat-rate services. All pricing alternatives and escalators as well as service guarantees are listed below.

EXHIBIT A-1

City of DeKalb – Non-Permit Time
Building Inspections and Plan Review Services

### BILL RATE FEE SCHEDULE - 2016

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil / Structural Engineering Reviews</td>
<td>Professional Engineer I / II</td>
<td>$134 per hour</td>
</tr>
<tr>
<td>Building Plan Reviews</td>
<td>State Licensed Architect / Chief Building Official / Code Professional</td>
<td>Master $112 per hour</td>
</tr>
<tr>
<td>Landscaping Reviews</td>
<td>Licensed Landscape Architect</td>
<td>$108 per hour</td>
</tr>
<tr>
<td>Building Inspections</td>
<td>ICC Certified Building Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>ICC Certified Mechanical Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>ICC Certified Electrical Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>IDPH Licensed &amp; Certified Plumbing Inspector</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Permit / Administrative</td>
<td>Permit Coordinator / Administrative Assistant</td>
<td>$67 per hour</td>
</tr>
</tbody>
</table>

HR Green will provide “flat-fee” pricing to the City for CDBG projects or for other projects as requested by the City from time to time.

HR Green will provide the following services / functions:
- Attendance at Building Code Board of Appeals meetings, City Council meetings or other meetings of public bodies or committees of the City, as required.
- Code Enforcement inspections (outside of a building permit) and/or inspections relating to City efforts to remediate or condemn properties in the City.
- Expert testimony regarding plumbing codes and other codes.
- Professionally formatted reports acceptable to the City.
- Supplemental City Code interpretation services.
- Emergency services pertaining to building collapse, fire, or other calamity.
- Pre-application services, including meetings with prospective permit applicants.
- Additional services offered at the Non-Permit Time rate as requested by the City, such as:
  - Site / Civil Engineering Plan Reviews
  - Licensed Landscape Architect Plan Reviews
  - Structural Calculations / Plan Reviews
  - Wetland Specialist Plan Reviews
  - Tree Arborist Plan Reviews
## EXHIBIT A-2

City of DeKalb – Permit Time
Building Inspections and Plan Review Services

### 2016: March 15, 2016 – December 31, 2016

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Estimated Hours</th>
<th>Rate</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections / Plan Review</td>
<td>Chief Building Official / Code Professional (FTE)</td>
<td>2007</td>
<td>$112.00</td>
<td>$224,784.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>Permit Clerk (FTE)</td>
<td>2007</td>
<td>$67.00</td>
<td>$134,469.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$359,253.00</strong></td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>IDPH State Licensed Plumber (PT)</td>
<td>400 (estimated)</td>
<td>$80.00</td>
<td>$32,000.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$32,000.00</strong></td>
</tr>
<tr>
<td>HR Green Vehicle (1 vehicle)</td>
<td></td>
<td></td>
<td>$600 each / 9.5 months</td>
<td>$5,700.00</td>
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<tr>
<td><strong>NOT TO EXCEED</strong></td>
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<td></td>
<td><strong>$396,953.00</strong></td>
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</tbody>
</table>

### 2017: January 1, 2017 – December 31, 2017

<table>
<thead>
<tr>
<th>Task</th>
<th>Personnel</th>
<th>Estimated Hours</th>
<th>Rate</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections / Plan Review</td>
<td>Chief Building Official / Code Professional (FTE)</td>
<td>2080</td>
<td>$115.00</td>
<td>$239,200.00</td>
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<tr>
<td>Administrative</td>
<td>Permit Clerk (FTE)</td>
<td>2080</td>
<td>$69.00</td>
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<td><strong>Sub-Total</strong></td>
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<td></td>
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<td><strong>$382,720.00</strong></td>
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<tr>
<td>Plumbing Inspections</td>
<td>IDPH State Licensed Plumber (PT)</td>
<td>520 (estimated)</td>
<td>$82.00</td>
<td>$42,640.00</td>
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<tr>
<td><strong>Sub-Total</strong></td>
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<td><strong>$42,640.00</strong></td>
</tr>
<tr>
<td>HR Green Vehicle (1 vehicle)</td>
<td></td>
<td></td>
<td>$600 each / 12 months</td>
<td>$7,200.00</td>
</tr>
<tr>
<td><strong>NOT TO EXCEED</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$432,560.00</strong></td>
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## EXHIBIT A-2
(continued)

### 2018: January 1, 2018 – December 31, 2018

<table>
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<tr>
<th>Task</th>
<th>Personnel</th>
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<th>Rate</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections / Plan Review</td>
<td>Chief Building Official / Code Professional (FTE)</td>
<td>2080</td>
<td>$118.00</td>
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<td>Administrative</td>
<td>Permit Clerk (FTE)</td>
<td>2080</td>
<td>$71.00</td>
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<td>Sub-Total $393,120.00</td>
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<tr>
<td>Plumbing Inspections</td>
<td>IDPH State Licensed Plumber (PT)</td>
<td>520 (estimated)</td>
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<td>$43,680.00</td>
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<tr>
<td></td>
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<tr>
<td>HR Green Vehicle (1 vehicle)</td>
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<td></td>
<td>$7,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NOT TO EXCEED $444,000.00</td>
</tr>
</tbody>
</table>

*The City will only be invoiced from actual hours spent on a monthly basis.*

HR Green will provide the following services / functions:

- Five full business days of organization and division of work and responsibilities, at no cost to the City.
- Superior Customer Service.
- Uniforms and identification, as required, as well as clean, safe, attractive vehicles for use by our personnel.
- Training our personnel to the requirements, specific codes, policies and procedures of the City.
- Coverage for vacation schedules at no additional cost to the City.
- All computer, printer and scanner equipment required to fulfill our roles.
- Reasonably coordinate our information technology equipment with the City's equipment.
- Regularly provide detailed status reports.
- Local contractor testing templates, at no additional cost to the City.
- Not less than forty hours per year to the City of time to review and/or recommend updates to applicable City codes and ordinances.
- Individual cellular telephones to each of our personnel who service the City and provide the City with the phone numbers for such telephones.
- Permit-tracking software, as required.
# References

## CONTRACTOR REFERENCES

**Contractor Name:** HR Green, Inc.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Contact Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Tammie Grossman, Director Development Customer Services Village of Oak Park, IL</td>
<td>123 Madison Street Oak Park, IL 60302</td>
<td>Phone: 708.358.5420 Email: <a href="mailto:tgrossman@oak-park.us">tgrossman@oak-park.us</a></td>
</tr>
<tr>
<td>2. Brian Murphy, Village Administrator Village of Plainfield, IL</td>
<td>24401 W. Lockport Street Plainfield IL 60544</td>
<td>Phone: 815.439.4253 Email: <a href="mailto:bmurphy@goplainfield.com">bmurphy@goplainfield.com</a></td>
</tr>
<tr>
<td>3. Claudett Peters, Village Administrator Village of Johnsburg, IL</td>
<td>1515 Channel Beach Avenue Johnsburg, IL 60051</td>
<td>Phone: 815.385.6023 Email: <a href="mailto:cpeters@johnsburg.org">cpeters@johnsburg.org</a></td>
</tr>
<tr>
<td>4. Karen James, Community Development Director Village of Shorewood, IL</td>
<td>One Towne Center Boulevard Shorewood, IL 60404</td>
<td>Phone: 815.725.2150 Email: k <a href="mailto:james@vil.shorewood">james@vil.shorewood</a>. il.us</td>
</tr>
<tr>
<td>5. Jim Keim, Village Administrator, Village of Antioch, IL</td>
<td>874 Main Street Antioch, IL 60002</td>
<td>Phone: 847.395.1000 Email: <a href="mailto:jkeim@antioch.il.gov">jkeim@antioch.il.gov</a></td>
</tr>
</tbody>
</table>
# Certificate of Insurance

**City of DeKalb Illinois | Proposal for Building Inspection Services**

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

Holmes Murphy & Assoc - CR
1-800-330-0325
500 1st Avenue NE, Suite 300
Cedar Rapids, IA 52401

**INSURED**

ER Green Inc
9760 Harvest Lane SW
P.O. Box 5005
Cedar Rapids, IA 52409-5005

**CERTIFICATE NUMBER:** 45628254

**CERTIFICATE DATE:** 12/16/2015

**INSURERS:**

- Zurich American Insurance Company: 16535
- Travelers Property Casualty Company of America: 32574
- XL Specialty Insurance Company: 37885

**COVERAGE**

**POLICY NUMBER:**

- **A10:** ZLO373056706
- **A2:** ZLO373056806
- **A3:** ZUP1408656616
- **A4:** WC373056666
- **A5:** DPR5808665

**POLICY NAME:**

- **COMMERCIAL GENERAL LIABILITY**
- **AUTOMOBILE LIABILITY**
- **UMBRELLA LIABILITY**
- **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
- **PROFESSIONAL LIABILITY**

**PRODUCTS:**

- **DAMAGES**
- **MEDICAL EXPENSE**
- **PERSONAL & ADJUDICATION**
- **GENERAL AGR confuse**
- **PRODUCTS - COMMERCE**

**EXCLUSIONS:**

- **EXCLUDED AREAS OF USE**
- **EXCLUDED OCCUPATIONS**
- **EXCLUDED DESCRIPTIONS OF OPERATIONS**

**LIMITS:**

- **$1,000,000**
- **$300,000**
- **$10,000**
- **$1,000,000**
- **$2,000,000**
- **$2,000,000**

**CERTIFICATE HOLDER:** To Whom It May Concern

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

**AUTHORIZED REPRESENTATIVE:**

© 1988-2014 ACORD CORPORATION. All rights reserved.

**HRGee**

<table>
<thead>
<tr>
<th>PRODUCER NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holmes Murphy &amp; Assoc - CR</td>
<td>500 1st Avenue NE, Suite 300</td>
<td>1-800-330-0325</td>
<td><a href="mailto:mguri@holmesmurphy.com">mguri@holmesmurphy.com</a></td>
</tr>
</tbody>
</table>

**INSURED NAME:**

<table>
<thead>
<tr>
<th>INSURED NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER Green Inc</td>
<td>9760 Harvest Lane SW, P.O. Box 5005</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INSURER:**

- Zurich American Insurance Company: 16535
- Travelers Property Casualty Company of America: 32574
- XL Specialty Insurance Company: 37885

**REVISION NUMBER:**

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Statement of Credit/Ability to Perform
Based on Financial Resources

HR Green currently has an available Line of Credit (LOC) of $8,500,000 and had zero borrowings on this LOC at the end of fiscal year 2015. We would need no additional sources and do not anticipate that we would need to borrow from this LOC, as we can fund the startup of the services through the fees received from normal operations of the business.

HR Green, Inc. is a subsidiary of Green Companies Inc. (GCI). GCI's/HR Green's financial strength is built on a healthy mix of stable income generated from private (34%) and public sectors (66%). For over 100 years, HR Green has been providing engineering and consulting services to clients throughout the country, with offices in California, Colorado, Iowa, Illinois, Minnesota, South Dakota, Missouri, and Texas.

The majority of income and client base is from satisfied repeat clients coming back to HR Green for further services. Providing high quality service and work product is the core of our philosophy. In fact, this operating philosophy is also reflected in our internal approach to ensuring that projects meet GCI/HR Green's quality assurance and control measures.

Quality Assurance/Quality Control
To provide project control, GCI/HR Green has instituted a standard project review process at key points along the progress of a project. For longer projects, automatic quarterly reviews are held. Project reviews follow a standard format regardless of the type of project or the client. The purpose of the project review is to evaluate project delivery performance. Principal leaders perform all reviews so that the reviewer has the authority to immediately correct any problems and the seniority to guide and direct project managers to better performance. This process has been especially beneficial in early detection and redirecting of projects that may have had performance difficulties or schedule delays. We also believe that having a senior manager review projects helps to improve the performance of all projects and provide mentoring opportunities to further strengthen our people.

Accounting/Workload Planning
GCI/HR Green uses Deltek Vision, a fully integrated, browser-based solution designed exclusively for professional services firms. Vision supports every phase of the project life cycle — bringing new business in the door, capturing staff time, tracking employee utilization, project scheduling, control of project finances, streamlining project management, and enhancing collaboration and knowledge sharing throughout the organization.

Financial/Accounting
Vision offers a powerful suite of integrated financial management applications, including accounts payable, accounts receivable, revenue recognition, overhead allocation, billing, payroll and financial reporting. And Vision Accounting provides a project-focused audit trail to track costs from the lead stage through project completion.
Workload Planning
Vision Resource and Project Planning automates project finances, scheduling, resource allocation, budgeting and forecasting. Its aim is to help project managers determine that proposed fees are accurate, that appropriate professional staff is available and allocated to projects effectively, and that projects come in on-time and on-budget. Timesheet entries and expense reports feed actuals back into the plan to provide managers with an accurate rolling forecast.

Strong, Healthy, and Conservative Balance Sheet
Green Companies, Inc. is a privately held company owned primarily by a select number of employees. As of FYE 2015, the Company had 1,000,000 shares with $5 par value authorized with 314,856 issued and outstanding. The Company has an available $6.5MM Line of Credit with Bankers Trust Company in Cedar Rapids, Iowa. Because of the Company's strong cash flow from Operations, as well as strong fiscal discipline, this available Line has been used sparingly and was zero as of the end of 2015. GCI/HR Green continues to have a strong balance sheet, is well capitalized and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy.
Sample Invoice Package

Invoices for services rendered will be submitted on a monthly basis to the City's Accounts Payables Division. HR Green understands that the City shall pay any uncontested invoices within 45 days of receipt of the invoice.

The following pages show an example of a sample invoice package that HR Green would provide to the City.