ORDINANCE 2014-013   Passed: May 27, 2014

RATIFYING A SERVICES AGREEMENT WITH SAFE Built ILLINOIS, INC. AND APPROVING TEMPORARY BUILDING MEASURES FOR THE CITY OF DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS, the City of DeKalb currently maintains certain regulations providing for periodic building inspection, and also providing certain permit and plan review and construction-related inspections; and,

WHEREAS, the City of DeKalb City Council has determined that it is necessary to regulate such matters in order to properly and adequately protect the public health, safety, welfare and morals; and,

THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

Section 1. Interim Measures Approved:

1)  The City Council approves and ratifies the Agreement with Safebuilt Illinois, Inc., in the form attached hereto as Exhibit A.

2)  For the period of time that such Agreement remains in place, the City Manager is directed and authorized to appoint an Interim Chief Building Official for purposes of performing any obligation as required under City Code or Ordinance, whether such person be a City staff member or an outside service provider.

3)  The City Council hereby directs that there be a temporary suspension of annual City license related inspections such as hotel inspections, roaming-house inspections gas station inspections and similar matters, pending further action by Council, and authorizes the City Manager to determine the scope of such suspension of inspections.

Section 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed. All agreements in violation of the terms of this Ordinance shall be terminated, effective immediately.

Section 3. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.
Section 4. The City Council hereby declares a statement of urgency, noting that public safety requires the immediate approval of the underlying agreement to maintain continuing services for the City, and hereby requires that this Ordinance take effect immediately upon passage.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 27th day of May, 2014 and approved by me as Mayor on the same day. Received and filed, waived second reading and passed by a 7 – 1 roll call vote. Aye: Jacobson, Finucane, Lash, Snow, Baker, O’Leary, Rey. Nay: Naylor.

ATTEST:

[Signatures]

ELIZABETH E. PEERBOOM, City Clerk

JOHN A. REY, Mayor
INDEPENDENT CONTRACTOR
AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "SAFEbuilt Illinois, 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, SAFEbuilt Description of Services. Additionally, SAFEbuilt agrees that it shall provide a qualified inspector/staffmember to have regular office hours at the City of DeKalb on a mutually agreeable schedule, currently contemplated to be 2 defined hours per day on Monday, Tuesday and Wednesday of each week (excluding dates recognized by the City as holidays).

The City shall elect to utilize the Meritage Software, inclusive of the additional cost therefor. Additional software functionality may be negotiated at additional cost, which shall require a separate agreement, in writing, between the City and SAFEbuilt. SAFEbuilt shall provide the City with all training required for City staff to access and utilize such software.

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:

Notwithstanding the contents of Exhibit A, 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 days 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 incorporated into Exhibit A. Contractor's services as an expert witness in legal proceedings shall be at the hourly rate of $115.00 per hour (inclusive of all costs, based upon actual time not inclusive
of travel time, as per other Safebuilt charges). 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.

The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements or other payments of any kind, exceed Twenty Thousand Dollars ($20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars ($15,000.00).

D. Changes in Rates of Compensation [and Prevailing Wages]:

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. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

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, including but not limited to the Prevailing Wage Act. 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 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 A and Section C, 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.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. 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.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $500 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing
wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

**Responsible Contractor Requirements:** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

**Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that
he/she/it is a: X United States Citizen or Corporation __ Resident Alien __ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 46-2340439 and is doing business as a (check one): __ Individual __ Real Estate Agent __ Sole Proprietorship __ Government Entity __ Partnership __ Tax Exempt Organization (IRC 501(a) only) X Corporation __ Not for Profit Corporation __ Trust or Estate __ Medical and Health Care Services Provider Corp.  

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

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 bidding 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.

1. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense,
including but not limited to attorneys fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of 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 of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

To the fullest extent permitted by law, the City shall be responsible for and shall defend, save, indemnify, and hold harmless Contractor, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the City or any officer, employee, representative, or agent of the City. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that 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 warrants 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, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Company and all Subcontractors shall maintain their 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.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A and Exhibit C. Except for those terms included on Exhibit A 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.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:
City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

For the Contractor:
David Thomsen, Vice President
SAFEbuilt
3755 Precision Drive, Suite 140
Loveland, CO 80538

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

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, accompanying any invoice submitted to the City. 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 site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this 14 day of May, 2014

City of DeKalb

[Signature]
City Mayor/Manager

City Clerk

SAFEbuilt Illinois, Inc.

[Signature]
David Thomsen, Vice President
Exhibit A:

SAFEbuilt Proposal (attached)
Supplemental Building Department Services

Date: April 25, 2014

Contacts: Mike Post
Business Development
SAFEbuilds
312-339-0436
mpost@safebuilt.com

Matt Royer
Vice President, Operations
SAFEbuilds
970.904.0460
mrover@safebuilt.com

All information contained in this document shall be treated as proprietary and confidential.
April 25, 2014

Dean Frieders  
City Attorney  
City of DeKalb  
200 South 4th Street, Room 204  
DeKalb, IL 60115  

Dear Mr. Frieders,

SAFEbuilt is very pleased to submit this proposal for provide building department services for the City of DeKalb, IL. (DeKalb).  

In our discussions with DeKalb and local communities over the past year, we have learned quite a bit about the issues that are of importance to you and your stakeholders. We have an office nearby in Glenview and we have been providing similar services in the Chicagoland area since 2013. We trust that this proposal will give you an increased comfort level regarding us and our services.  

We have partnered with many clients since our inception 1992, all of them public agencies. We are committed to providing exceptional customer service to all of our clients. In 2013, for a third consecutive year, our clients rewarded us with a 100% client satisfaction rating in our annual customer service survey. That speaks volumes to the dedication of our people and starts with understanding our clients and customizing our approach for each. We truly believe in what we do here at SAFEbuilt and at the end of the day, our goal is to make DeKalb a safer and better place to live, work, and play.  

We are fully qualified to provide the services being requested and we are excited about this opportunity to partner with DeKalb. We look forward to meeting with you again regarding the details of our proposal and the benefits of choosing SAFEbuilt as your partner for Building Department Services.  

Best,

Mike Post  

Mike Post  
Business Development  
SAFEbuilt  
312-339-0436  
mpost@safebuilt.com
TABLE OF CONTENTS

EXECUTIVE SUMMARY ________________________________________________ 3

OVERVIEW OF SERVICES ____________________________________________ 5

Building, Plumbing, and Mechanical Inspection Services __________________ 5
Building Plan Review Services ________________________________________ 5

DELIVERABLES ______________________________________________________ 6

Reporting __________________________________________________________ 6

CREATING EFFICIENCIES THROUGH TECHNOLOGY ______________________ 7

Meritage Systems (Permitting Software) ________________________________ 7

TRANSITION EXPERIENCE ____________________________________________ 8

Process ____________________________________________________________ 10

DISCOVERY __________________________________________________________ 10

EVALUATION _________________________________________________________ 10

IMPLEMENTATION ____________________________________________________ 11

ALIGNMENT _________________________________________________________ 11

ASSESSMENT _________________________________________________________ 11

STAFFING __________________________________________________________ 12

Illinois Operations Team ______________________________________________ 12

FEES _______________________________________________________________ 17

City of DeKalb Phase 1 ______________________________________________ 17

Contract Terms ______________________________________________________ 18

Insurance __________________________________________________________ 18

WHY SAFEbuilt? ____________________________________________________ 19

DEMONSTRATED CLIENT SUCCESS ____________________________________ 20

REFERENCES ________________________________________________________ 21

Complete Client List _________________________________________________ 22
EXECUTIVE SUMMARY

As DeKalb now evaluates the possibility of working with SAFEbuilt to deliver their building department services, having a partner that understands those needs and the goals for this process is certainly important. We work exclusively for public agencies and are dedicated to providing exceptional service. In DeKalb, we believe the goals can be summarized as outlined below.

SMOOTH TRANSITION OF SERVICES

All of our current and potential clients are curious with regard to how a decision like this will impact various stakeholders. Current employees, other departments, permit holders, applicants, and other jurisdictions are all affected by the decision. SAFEbuilt has helped guide jurisdictions through this process many times during our 22 years in business. We have a team of professionals dedicated to this effort and have developed processes that ensure the needs of all stakeholders are met and that services are never interrupted. While the process may appear somewhat daunting at first, we have been able to eliminate most of the uncertainty through volumes of experience. Working together we will be able to customize the process to ensure that everyone involved is satisfied with the decision and outcomes. We feel very comfortable that we can facilitate a smooth transition of services currently being provided in-house by DeKalb to the SAFEbuilt model.

IMPROVED RESPONSE TO MUNICIPAL NEEDS AND INCREASED CUSTOMER SERVICE

While DeKalb and SAFEbuilt seek to provide consistent processes and a high level of customer service, we realize that it’s also important to recognize that each stakeholder group generally has differing needs and expectations. We are well-aware of this dynamic and have built our systems to support this reality. We are providing services to over 160 communities across the country and can say that not two of those communities’ programs are identical. While there are certainly aspects of the work that are non-negotiable and must be consistent from location to location, we are well-equipped to customize our program to meet local needs. Our model offers the benefits of a centralized service center, while also allowing communities to maintain local control and identity. We also understand the need for high levels of customer satisfaction for our services.
SEAMLESSLY ADJUST STAFFING LEVELS TO MANAGE FLUCTUATION IN ACTIVITY

There is a seasonal element to this work with all of our clients given the weather fluctuations and type of construction that occurs. Our model offers some real advantages in dealing with this element that others are not able to realize. Our team of inspectors and plans examiners will be available to DeKalb when needed, but when their services are not needed, SAFEbuilt will utilize these resources elsewhere. This model provides DeKalb with flexibility and a sense of security knowing that they have the expertise on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. DeKalb gains access to a deep network of experienced building officials, plans examiners, trade inspectors, and more. SAFEbuilt assumes responsibility for all staffing issues, we manage the workload, the hiring process, provide salaries and benefits, ongoing training, and vehicles for staff to drive.

IMPROVED CONSISTENCY OF DATA COLLECTION AND REPORTING

SAFEbuilt does not believe in technology for technology’s sake. However, if technology can improve customer service, increase efficiency, and provide more visibility and accountability into the services we provide, we simply think it is the right thing to do. If desired by the city of DeKalb we can provide the Meritage Systems permitting software to support the tracking of building inspection scheduling and reporting with noted follow up actions. Locally, Kenilworth, IL is currently utilizing Meritage. This software system, combined with electronic field devices, improves the consistency of data collection and enhances the experience of our users. The City will all have real-time access to the information they need to understand current activity and status. The system will also allow city authorized stakeholders access to the reports they need to make decisions and verify our performance.

The city of DeKalb is facing a decision that also represents a great opportunity for you and your stakeholders. Selecting a partner that can help you navigate through this process is critical and SAFEbuilt can be that partner, we:

✓ Understand the local area and the unique challenges you face.
✓ Have experience serving jurisdictions with similar and even higher activity levels. We have a team experienced with making sure that the transition is seamless for everyone involved.
✓ Bring the right mix of technology, process, and customer-focused people needed to improve the experience of your users.
✓ Can help you achieve your goals.
OVERVIEW OF SERVICES

Per your request, we are proposing to provide the following services. We are, of course, fully familiar with these functions and capable of providing these services to DeKalb. Below is an overview of the services we would provide.

Building, Plumbing, and Mechanical Inspection Services

Our inspection staff recognize that an educational, informative approach is the most effective way to improve the customer’s experience. They will provide on-site consultations to citizens and contractors as part of their responsibility. They will also be a resource to other departments to provide feedback on issues that have been highlighted as important in the community. Highlighted responsibilities include:

✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances and enter results into system
✓ Meet or exceed agreed upon performance metrics regarding inspections.
✓ Provide on-site inspection consultations to citizens and contractors.
✓ Identify and document any areas of non-compliance and suggest alternate means and leave a copy of the inspection ticket and discuss inspection results with site personnel.
✓ As needed, the inspectors will also issue stop-work notices for non-conforming activities.
✓ Per discussion, SAFEbuilt will not be conducting elevator/fire inspections during this phase

Building Plan Review Services

We will provide plan review services for the City of DeKalb, IL and are able to perform those reviews electronically or in the traditional paper format. We will review all plans to make sure the meet the adopted codes and local amendments. SAFEbuilt will be a resource to applicants and City of DeKalb on submittal requirements and be available to them throughout the process. We will work with other departments on the concurrent review process and be available for pre-submittal meetings. We are, of course, a resource for other members of the team as well and will provide support as questions arise in the field from inspectors. Highlighted responsibilities include:

✓ Determination of type of construction, use, and occupancy classification and review plans to determine that they comply with applicable codes and ordinances using state approved plans examiners. We will provide structural plan review using a licensed structural engineer when required.
✓ Coordinate plan review tracking, reporting, and interaction with applicable departments.
✓ Provide feedback to keep plan review process on schedule.
✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices.
✓ Meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation.
✓ Provide ongoing support includes review of all revisions and we will be available to the applicant after the review is completed.
DELIVERABLES

Each of the above services involves certain deliverables that form the basis for our performance metrics and will guide our ongoing and continuous improvement efforts. Reaching agreement on performance metrics is part of the transition process. However, we have listed a number of service levels and metrics that you and your stakeholders can expect to see.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Detail</th>
<th>Benefit to DeKalb</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEXT-DAY INSPECTIONS</strong></td>
<td>We will perform 100% of all inspections called in by 4:00pm the next business day.</td>
<td>This gives contractors confidence that their projects can remain on schedule and is reported against regularly.</td>
</tr>
<tr>
<td><strong>PRE-SUBMITTAL MEETINGS</strong></td>
<td>We offer pre-submittal meetings to applicants.</td>
<td>This is a great tool to get projects kicked off properly and saves time and effort further down the process.</td>
</tr>
<tr>
<td><strong>PLAN REVIEW TURNAROUND TIMES</strong></td>
<td>We will meet our commitment on plan review turn-around times 100% of the time. We will provide first comments on single-family projects within 5 business days, multi-family projects within 10 days, small commercial projects (under $2M in valuation) in 10 days, and large commercial projects within 15 working days.</td>
<td>Meetings these deadlines will require cooperation with other departments and agencies, but is integral to keeping applicants happy and their schedules on track. We regularly report against this metric.</td>
</tr>
<tr>
<td><strong>APPLICANT SATISFACTION</strong></td>
<td>We will put a survey in place that allows applicants to provide feedback on their experience throughout the process.</td>
<td>This not only provides an outlet for citizens to voice their opinions but it also provides excellent insight into what is working well and what we can do better going forward. We will report on the results of this feedback regularly.</td>
</tr>
</tbody>
</table>

**Reporting**

We will work with DeKalb to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.
Technology today is usually designed to improve customer service, increase efficiency, provide consistency, and overall enhance the experience of users. In DeKalb, we will implement software that will provide the City with real-time access to the information they need to understand current activity and status. The system will also allow stakeholders access to the reports they need to make decisions and verify our performance.

**Meritage Systems (Permitting Software)**

Within thirty days of our service start date, we can implement a web-based permitting software called Meritage Systems that will be customized for DeKalb. It will allow for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously - external and internal. Software training will be provided to the City and its users by SAFEbuilt at no charge.

**Fully Configurable**

Setup by Meritage support includes configuration of permit types and workflows, terminology, fee structures, and documents, creating your permitting system to automate your desired processes.

**Time Saving Search Engine**

Search with just partial information on the street, street number, owner name, contractor name, parcel ID or permit number, making it fast and easy to find what you need.

**Permit Entry Auto-Fill**

Begin typing any field and matching choices appear from information imported during our Meritage setup process. Select the correct entry and all related information will populate the correct fields for speed and accuracy in the data entry process.

**Mobile Inspection**

Equipped with notebook PC, tablet, or smartphone, your Inspectors can get the job done in the field, reviewing permit history, entering notes and photos, resulting inspections, and even printing the permit card or Certificate of Occupancy.

**Dashboard**

Each user’s dashboard is configured to their role and permission status, from Building Official and Permit Technician to Plan Reviewer and Inspector, connecting everyone to the process and highlighting each person’s tasks and status.

SAFEbuilt invites you to visit the Meritage Systems website at [www.meritagesystems.com](http://www.meritagesystems.com) for detailed information and user demonstrations.
TRANSITION EXPERIENCE

We refer to the time from contract completion to our service start date as the transition period. This transition period is critical to long-term success and can be a time of uncertainty for all of the stakeholders. City staff will be concerned about the integration of processes and their roles going forward in those processes. Permit holders will be concerned about what changes to expect and how their current projects will be impacted. City leadership will want to ensure that their needs and expectations are being met and that stakeholders are being represented. Over the years we have honed our process for addressing these concerns and implementing successful programs for jurisdictions across the country. We have found that the keys to success include having the right team involved; getting the appropriate stakeholders involved in the process; understanding current systems, processes, and interactions; and communicating effectively throughout the process. While each transition has its unique characteristics, our experience will help guide you through the process.

Experienced Team

SAFEbuilt has assembled a team of professionals with the experience, skills, and tools necessary to establish a program for DeKalb that will meet your needs and ensure your goals are met. They have direct experience working for City governments. They have expertise in the use of technology, process flow, customer service, and the technical aspects of operating a building department. Most importantly they have worked on transitions for other clients and know what it takes to do this well. This team will be there to support your community during the transition period and remain available until you are satisfied the transition is complete.

Customized Process

Your transition team and our process will provide the guidelines for the transition; however, we know that what worked well in Troy, Michigan for example, might not necessarily be the right fit for DeKalb. The details of each transition come from you and your stakeholders. We work hard to make sure that the right people are involved in the process from the start. The perspectives of the developer will be different than that of the Planning Department and it is important that all of those perspectives are taken into account. We are also not interested in making wholesale changes. What works well today? What would you like to see improved going forward? Those are equally important questions and the transition team will seek out those answers.

Ensuring a Successful Transition

✓ While you may have questions about the transition process, we have the experience necessary and the tools in place to take much of the uncertainty out of the equation.

✓ Our team knows your challenges and have learned to adapt to necessary changes. Your stakeholders will be involved in the process from the start and your best processes will be maintained and incorporated.

✓ We will communicate with one another throughout the process to ensure we are on the right track and make sure everyone is aware of the changes ahead.
Part of seeking those answers involves reviewing the current processes in place. We will look at what data is being collected today and how it is collected. We will evaluate how the Meritage System will need to interact with your current systems and determine who will need access to that software. We will gain an understanding of the current process flow between departments and between jurisdictions. We will also review the web-based and printed resources available to everyone. This analysis will allow us to customize your program to meet your needs and operate as efficiently as possible.

Our goal is to become an extension of your staff and a part of the overall team. We will schedule regular check-ins to measure progress and gauge satisfaction.

**Effective Communication**

We have also found that one of the keys to success throughout the process is effective communication. It is important that everyone involved be aware of the progress being made and the changes they can expect going forward. Face-to-face meetings are an integral part of the plan and will involve all key stakeholders at various points in the process. We will prepare communications that can be shared with all City staff about what to expect. We will provide an open-house for builders, staff, and even residents to come and hear about our progress. We will also work with you to determine what other efforts should be taken to make sure the right information is getting to the right people. Throughout the process, you can expect to see updates on the progress of the transition team and any changes to the overall schedule. Doing this well will give everyone confidence that the process is on track and that their voices are being heard.

It is our priority to ensure a successful transition with minimum impact on DeKalb and its citizens.
Process

Below we have outlined the initial process at a high level. This serves as a recommendation to the process we will co-create should we be awarded the contract.

**DISCOVERY**

During this phase we establish clear roles, identify initial steps, and establish expectations for the implementation including:

- Introducing your transition team and identifying all key stakeholders. Together we will create the project scope and identify objectives, goals, milestones and deliverables, as well as a communication plan for the DeKalb community

**EVALUATION**

We will meet with DeKalb staff to evaluate the current programs, systems and processes including:

- Building inspectors, plans examiners, existing process for intake, plan review, inspection, permit closeout, archive or record retention, board of appeals, documents, business systems, permitting software, potential technology solutions, as well as interview permit holders for customer experience (developer, contractor, homeowner, etc.)
IMPLEMENTATION

By this time, we are fully staffed, understand the functions, and have put into action our plan for the department. Initially, it will be our goal to operate in such a manner that the customer does not perceive any changes.

ALIGNMENT

This phase is ongoing beyond the date of startup and is fairly intensive initially. We are evaluating everything within the department to ensure the best programs, systems, processes, and resources are deployed effectively. Appropriate adjustments are made during this time to achieve performance metrics. After the initial two month alignment process we continue to evaluate and improve services through the duration of the contract.

ASSESSMENT

The transition team and DeKalb staff and the transition team will evaluate the startup and ongoing services. We take this opportunity to again document best practices and improve our implementation program based on new information learned through this transition. We will develop a final schedule for regular check in meetings, evaluate what we have learned; and review applicant feedback to ensure we are providing the best service possible.
Through a partnership with SAFEbuilt, DeKalb will gain instant access to a deep pool of registered, experienced, customer-focused professionals who will provide the community with consistent and responsive customer service every day. We will serve DeKalb co-located within the City Hall where our qualified group of plans examiners, building inspectors, and support staff stand by to provide the community of DeKalb with the services outlined above. We will commit to certain performance metrics in our agreement and will deliver on them each and every time. It is our intent to have Steve Touloumis, a qualified building official, be your main resource for services. All billing will come from SAFEbuilt.

Furthermore, a contract with SAFEbuilt means that DeKalb will no longer need to dedicate as much time or resources to the headaches that often come with hiring, turnover, staffing to manage seasonal fluctuations, salary/benefits, training, etc. within the building department. SAFEbuilt has resources available and will manage any staffing issues for contracted services behind the scenes. There will also be designated hours for the SAFEbuilt inspectors and plans examiner to be physically located at the desk of the City of DeKalb. The time will be set with minimum hours as agreed upon by DeKalb and SAFEbuilt.

It’s also important to note that as a co-located office, at the direction of the City, SAFEbuilt will use vehicles and uniforms with or without SAFEbuilt identification markings.

**Illinois Operations Team**

Below is a complete list of our current, qualified Illinois inspectors and plans examiners. Per previous conversations, the exact staffing for the City of DeKalb is still to be determined. Names and qualifications of the DeKalb staff will be provided upon further discussions when the needs and fits are better determined by both sides.

**Steve Touloumis - Certified Building Official**

Steve is a certified Building Code Official and has provided code compliant building department services since 1999. In addition to his municipal government experience providing building official, plan review, inspection and administrative services, Steve has worked in the construction industry as a Master Electrician.

**International Code Council Certifications:**
- Master Code Professional
- Certified Building Official
- Combination Plans Examiner
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Residential Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Residential Building Inspector
- Residential Electrical Inspector
- Accessibility Inspector/Plans Examiner

**Professional Memberships:**
- International Code Council
Professional Experience:
- SAFEbuilt – Building Official – March 2014 to present
- Village of Oak Park, IL – Code Compliance Officer – October 2003 to June 2006
- Village of Oak Park, IL – Building Inspector/Electrical – June 1999 to October 2003

Peter Vernon – Plans Examiner

Peter brings over 25 years of experience in engineering, construction, administration, plan review and code enforcement experience in both the public and private sector. He has performed plan review in all trades on residential, commercial and industrial buildings since 2008. His plan review and inspection experiences include schools, libraries, large commercial and industrial construction.

International Code Council Certifications:
- Master Code Professional
- Certified Building Official
- Building Plans Examiner
- Electrical Plans Examiner
- Mechanical Plans Examiner
- Plumbing Plans Examiner
- Fire Plans Examiner
- Accessibility Plans Examiner
- Accessibility Inspector
- Commercial Building Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Energy Inspector
- Residential Building Inspector
- Residential Mechanical Inspector

Professional Memberships:
- International Association of Electrical Inspectors
- IAEI McHenry County Division Board Member
- International Code Council
- Illinois State Board of Education Qualified Inspector / Plans Examiner

Professional Experience:
- SAFEbuilt – Plans Examiner – June 2013 - Present
- Village of Fox River Grove – Superintendent of Building / Zoning - 2001 - 2013
- Self Employed – Construction and Code Consultant – 2009 - 2013

Nick Licari – Building Inspector

Nick has over 10 years experience providing municipal building inspection services to ensure code compliance. Nick holds both residential and commercial ICC certifications.

International Code Council Certifications:
- Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Property Maintenance/Housing Inspector
Professional Memberships:
- International Code Council
- Northwest Building Officials & Code Administrators

Professional Experience:
- SAFEbuilt – Building Inspector – September 2013 - Present
- County of DuPage, Wheaton, IL – Plans Examiner– 2012 - 2013
- City of Elmhurst, IL – Public Works Inspector – 2012
- Village of Mount Prospect, IL. – Building Inspector – 2001-2011

Mark Opels – Plumbing Inspector

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

International Code Council Certifications #8073139:
- Commercial Plumbing Inspector - #8073139-P2
- Residential Plumbing Inspector - #8073139-P1

State of Illinois Licenses:
- Plumbing Inspector - #058-102468
- Licensed Plumber - #058-102468
- Plumbing Contractor - #055-002349

Illinois Environmental Protection Agency Certification:
- Cross Connection Control Device Inspector

Professional Memberships:
- Illinois Plumbing Inspectors Association-Chapter
- International Association Plumbing & Mechanical Officials

Professional Experience:
- SAFEbuilt – Plumbing Inspector - May 2013 to present
- Village of Carpentersville, IL – Plumbing Inspector – 2009 to 2013
- Pipeworks – Owner/Operator – 1997 to 2013
- Prospect Heights, IL – Contract Plumbing Inspector – 1992 to 2013

Robert Schmidt – Building Inspector

Before joining the SAFEbuilt team, Robert provided code compliance inspections and plan review services for Hickory Hills, Illinois. Additionally, Robert has thirteen years of experience in project management, is skilled in dealing with the public and understands the importance of customer service.

International Code Council Certifications:
- Commercial Building Inspector
- Residential Plumbing Inspector
- Residential Plans Examiner
- Property Maintenance/Housing Inspector
- Residential Building Inspector
- Residential Electrical Inspector
- Residential Energy Inspector/Plans Examiner
- Commercial Mechanical Inspector
Professional Memberships:
- International Code Council

Professional Experience:
- SAFEbuilt – Building Inspector – September 2013 – Present
- City of Hickory Hill, IL – Code Compliance Inspector & Plans Examiner – 2012 to 2013
- Michael Buss Architects, Hickory Hills, IL – Senior Project Manager – 2000 to 2013

**Michael Millington – Building Inspector**

Mike has 15 years of municipal government experience providing code compliant inspections and plan review services. Mike has experience with all stages of construction, alteration and repair on a wide variety of building types.

**International Code Council Certification #5170580:**
- Residential Building Inspector

Professional Memberships:
- International Code Council

Professional Experience:
- SAFEbuilt – Building Inspector – March 2014 – Present

**Tariq Rick Dandan – Plumbing Inspector**

Rick has over five years of experience providing residential and commercial code compliant inspections for over twenty Illinois municipalities.

**International Code Council Certifications:**
- Residential Building Inspector
- Property Maintenance and Housing Inspector

Professional Memberships:
- International Code Council

Professional Experience:
- SAFEbuilt – Plumbing Inspector - 2013 to present
- DMA – Inspector/Plans Examiner – 2008 to 2013

**David Dertz – Plumbing Inspector**

David has over six years of experience providing code compliant plumbing inspections for Illinois municipalities. David carries the necessary Illinois State plumbing licenses.

**International Code Council Certifications:**
- Residential Energy Inspector / Plans Examiner

**State of Illinois Licenses:**
- Plumbing Inspector

**Illinois Environmental Protection Agency Certification:**
• Cross Connection Control Device Inspector

**Professional Memberships:**
- International Code Council
- South Suburban Building Officials Association

**Professional Experience:**
- SAFEbuilt - Plumbing Inspector - 2013 to present
- Village of Hazel Crest, IL - Plumbing/Mechanical Inspector - 2007 - 2013
- Village of Olympia Field, IL - Plumbing/Mechanical Inspector - 2007 - 2013
- Aqua Flow Plumbing Corporation - Owner/Operator - 2006 - present

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**Richard Irsay – Plumbing Inspector**

Richard gained experience providing municipal plumbing inspections for the Village of East Dundee and the Village of Wheeling. Richard is a State of Illinois licensed plumbing inspector.

**State of Illinois Licenses:**
- Plumbing Inspector-#J14686
- Journeyman Plumbers License

**Professional Memberships:**
- International Code Council

**Professional Experience:**
- SAFEbuilt - Plumbing Inspector - 2013 to present
- Village of East Dundee - Plumbing Inspector - 2012 - 2013
- Village of Wheeling – Plumbing Inspector – 2006 to 2009
- Irsay Plumbing & Mechanical – Owner/Operator – 1993 to present

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**James Kemper – Plumbing Inspector**

James has experience providing professional plumbing inspections and installation in addition to his customer service skills.

**State of Illinois Licenses:**
- Journeyman Plumbers License

**Professional Memberships:**
- International Code Council

**Professional Experience:**
- SAFEbuilt - Plumbing Inspector - 2013 to present
The fee structure for the City of DeKalb during Phase 1 would be carried out as follows:

<table>
<thead>
<tr>
<th>Services</th>
<th>SAFEbuilt Fee</th>
</tr>
</thead>
</table>
| **Building Department Services:** Includes building, plumbing and mechanical inspection services; plan review services | 75% of all City of DeKalb Plumbing Fees  
75% of all City of DeKalb Building Fees  
*Includes Electrical and Mechanical fees  
**Does NOT include fire, elevator, and health inspections |
| After Hours / Emergency Inspection                  | $85 per hour (minimum charge of 2 hours)                                     |
| Existing Permits                                   | $35 per hour for inspection  
$70 per hour for plan review                        |
| Meritage Software                                  | $1,000  
*One-time set up fee, includes full on-going IT Support at no additional charge |

SAFEbuilt’s fees are all-inclusive with no separate billing for:

- Wages/Benefits
- Mileage/Vehicle Expense
- Travel Time
**Contract Terms**

- We propose a one-year initial contract term, including two 1-year options to renew
- 60-day notification of termination
- Reporting schedule agreement
- List of identified performance metrics and fees to be charged

**Insurance**

SAFEbuilt carries the full complement of business insurance including errors and omissions (E&O), property, liability, auto, and workers compensation. Certificates of insurance in the following amounts that name DeKalb as additional insured will be provided upon your request.

- **General Liability:**
  - Each Occurrence-$1,000,000
  - Damage to Rented Premises Each Occurrence-$1,000,000
  - Personal Injury Each Occurrence-$1,000,000
  - General Aggregate-$2,000,000

- **Automobile Liability:**
  - Each Occurrence-$1,000,000

- **Umbrella Liability:**
  - Each Occurrence-$5,000,000
  - Aggregate-$5,000,000

- **Professional Liability:**
  - Per Claim-$5,000,000

- **Workers Compensation:**
  - Per State requirements
WHY SAFEbuilt?

Hopefully we have been able to demonstrate through this proposal how we intend to meet the goals we believe DeKalb has in mind for this process.

- DeKalb will benefit from the capability and experience we have, which is needed to provide a smooth transition of services

- You can realize the benefits of a professionally managed department while we customize services to meet the changing needs of the City and stakeholders

- You will never need to worry about staffing issues for contracted services in response to fluctuations in activity, and can rest assured that a qualified professional will always be available to meet the needs of your community

Our experience has been that even when we meet the goals that our clients have detailed for us, there are other less tangible questions that are also important to them. They may not always get talked about openly, but they do matter. The following are some of those questions and how we operate in order to address them.

**Development is critical to our community. How can we be assured that we remain in control of the process going forward?**

Conflicts rarely arise in this area because our mission is to provide you with what you need. You will always set fees, adopt the codes, and have final say over matters that may come up. We truly try to work as extension of our clients’ own staff. We have many clients that often need to incent a business to come to the area and we always work with them to do our part. Quite simply, if it matters to you, it matters to us. We also know that we can be let go at any time. Our motivation is to keep you and the development community happy by working together in partnership.

**How will they work with my current staff?**

Assuming that there is an environment of cooperation today, our goal is to make sure that never changes. If anything, we intend to have our processes and communication improve the interaction with all stakeholders. We would like your other departments and their internal institutional knowledge to help us be successful.

**We have a contract, but how do I know they are meeting their deliverables?**

We will translate the meat of this proposal into specific deliverables that will be captured in the contract. We will then report on that at a frequency of your choosing.
and make adjustments as needed to ensure we are hitting the targets. We will also have regular check-in meetings between your leadership and ours to make sure we are on track. There may also be things that arise over time that were not captured in the original contract. We will adapt and do everything possible to meet your desired outcomes.

**How do I get insight into the development activity in my community?**

As we have talked about, we will provide reporting to you on a regular basis so that you have the information needed to stay informed and make important decisions. Your staff will also have access to all of the data they need at any time. And we can tell you that our goal is to make sure you are never surprised. If there is ever a challenging project or a conflict that arises, we will make sure the right people on your team are aware of it prior to a phone call or knock on their door.

**How do I know that life safety is being handled to the same level that it has been in years past?**

Our people, of course, will have the skills and training needed to make sure we are helping keep your community safe. We also have a quality control system in place to provide verification that we are making the right calls. The work of our team, from permit intake to plan review to inspections, will be checked at irregular intervals to make sure we are meeting this intent. These audits help us provide feedback and suggest training to our team members.

**How are they going to manage the extreme fluctuations in activity in an area like this?**

There is a seasonal element to this work with all of our clients given the weather fluctuations and type of construction that occurs. Our model offers some real advantages in dealing with this that others are not able to realize. With our depth and breadth of qualified people, we are able to more easily react to increases demand.

**DEMONSTRATED CLIENT SUCCESS**

SAFEbuilt currently partners with over 160 governmental agencies across the country. We have supported high volume areas and have seamlessly handled some of the largest projects they have ever seen.

We work nearby in Glenview which is fairly similar to DeKalb. We work in Troy, MI where the permit activity is high and the type of construction is variable and may be challenging. We work in many smaller communities similar to DeKalb in a variety of states across the country. We are happy to provide references below. You are also free to contact any of our client partners to hear what their experience has been over the years.
REFERENCES

In addition to our Illinois references provided earlier by Mike Post, please feel free to contact additional clients from the list provided here. A complete list of our building department services clients follows below.

<table>
<thead>
<tr>
<th>City of Troy, Michigan</th>
<th>City of Bay Village, Ohio</th>
<th>City of Dacono, Colorado</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Miller</td>
<td>Deb Sutherland</td>
<td>Jennifer Krieger</td>
</tr>
<tr>
<td>Assistant Manager</td>
<td>Mayor</td>
<td>Community Development Director</td>
</tr>
<tr>
<td>248-524-3351</td>
<td>440-871-2200</td>
<td>303-833-2317 ext. 127</td>
</tr>
<tr>
<td><a href="mailto:millermf@troymi.gov">millermf@troymi.gov</a></td>
<td><a href="mailto:dsutherland@cityofbayvillage.com">dsutherland@cityofbayvillage.com</a></td>
<td><a href="mailto:jkrieger@ci.dacono.co.us">jkrieger@ci.dacono.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Muskegon, Michigan</th>
<th>City of Northglenn, Colorado</th>
<th>City of Decatur, Georgia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Lewis</td>
<td>Brook Svoboda</td>
<td>Amanda Thompson</td>
</tr>
<tr>
<td>Public Safety Director</td>
<td>Planning &amp; Development Director</td>
<td>Planning Director</td>
</tr>
<tr>
<td>231-724-6954</td>
<td>303-450-8937</td>
<td>678-553-6513</td>
</tr>
<tr>
<td><a href="mailto:jeff.lewis@shorelinecity.com">jeff.lewis@shorelinecity.com</a></td>
<td><a href="mailto:bsvoboda@northglenn.org">bsvoboda@northglenn.org</a></td>
<td><a href="mailto:amanda.thompson@decaturga.com">amanda.thompson@decaturga.com</a></td>
</tr>
</tbody>
</table>

| City of Decatur, Georgia               |                                           |                                           |
|----------------------------------------|                                           |                                           |
Complete Client List

For over twenty years, our sole focus and commitment has been to local governments, providing complete building department administration, plan review, inspection, community planning and zoning, property maintenance, code enforcement, and more. SAFEnbuilt has a deep understanding of the battles and challenges local governments face on a daily basis. This has allowed us to develop the systems, processes, and culture needed to partner with and effectively serve communities of this nature. Below is a full list of our current clients.

<table>
<thead>
<tr>
<th>Aspen, CO</th>
<th>Georgetown, CO</th>
<th>Northglenn, CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ault, CO</td>
<td>Georgetown, SC</td>
<td>Norton Shores, MI</td>
</tr>
<tr>
<td>Aurora, IL</td>
<td>Gilcrest, CO</td>
<td>Northeastern Junior College, CO</td>
</tr>
<tr>
<td>Bainbridge, GA</td>
<td>Glenview, IL</td>
<td>Nunn, CO</td>
</tr>
<tr>
<td>Barnwell, SC</td>
<td>Golf, IL</td>
<td>Oak Park, MI</td>
</tr>
<tr>
<td>Bay Village, OH</td>
<td>Greenville, SC</td>
<td>Orangeburg, SC</td>
</tr>
<tr>
<td>Bennett, CO</td>
<td>Grover, CO</td>
<td>Palmetto Academy, SC</td>
</tr>
<tr>
<td>Brookhaven, GA</td>
<td>Gypsum, CO</td>
<td>Peachtree City, GA</td>
</tr>
<tr>
<td>Bennett, CO</td>
<td>Hamtramck, MI</td>
<td>Pierce, CO</td>
</tr>
<tr>
<td>Boulder County Schools, CO</td>
<td>Hampton, GA</td>
<td>Pine Lake, GA</td>
</tr>
<tr>
<td>Boulder County, CO</td>
<td>Hapeville, GA</td>
<td>Pitkin County, CO</td>
</tr>
<tr>
<td>Breckenridge, CO</td>
<td>Hayden, CO</td>
<td>Platteville, CO</td>
</tr>
<tr>
<td>Burlington, CO</td>
<td>Hudson, CO</td>
<td>Port Royal, SC</td>
</tr>
<tr>
<td>Butts County, GA</td>
<td>Idaho Springs, CO</td>
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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).

2. **Certificates and General Conditions:**

   Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary 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 hereewith. 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.

3. **Insurance Policy Limits.**

   See page 18 of Exhibit A.

4. **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 arising out of or relating to the Contractor’s work or this Agreement.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must 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
Brown & Brown Inc
4532 Boardwalk Dr, Suite 200
Fort Collins, CO 80525
Kären E. Siwek, CPA

Phone: 970-482-7747
Fax: 970-484-4165

INSURED
Safebuilt, Inc.
SAFEbuilt Illinois, Inc.
Attn: Karen Mack
3765 Precision Drive, St.140
Loveland, CO 80538

INSURER(S) AFFording COVERAGE

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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>if yes, describe under DESCRIPTION OF OPERATIONS below</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of DeKalb is included as additional insured per forms and conditions on page 2.

annemarie.gaura@cityofdekalb.com

CERTIFICATE HOLDER

CITYDEK

City of DeKalb
200 S Fourth St
DeKalb, IL 60115

AUTHORIZED REPRESENTATIVE

Sara Rewart

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
If required by written contract, the following forms apply on a blanket basis:

**General Liability:**

MEGL 0241 (1/04) Blanket Waiver of Subrogation  
CG2033 (7/04) Additional Insured-Owners, Lessees-Ongoing Operations  
CG2037 (7/04) Additional Insured-Owners, Lessees-Completed Operations  
CG2001 (4/13) Primary and NonContributory

**Auto Liability:**

CA7078 (09/11) Commercial Automobile Broad Form Endorsement - Includes a waiver of subrogation and additional insured
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 certificates does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brooklawn Drive, Suite #100
Miami, FL 33131-6937

CONTACT
NAME: Aon Risk Services, Inc of Florida
PHONE (AIC, No. Ext): 600-743-8130
FAX (AIC, No.): 600-222-7514
EMAIL ADDRESS: ADP.COILCenter@Aon.com
INSURER(S) AFFORDING COVERAGE
INSURER A: NAIC # 23841
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CARTIFICATE NUMBER: 742684

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All workers employed working for the above named client company, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HELDER

City of DeKalb
205 South Fourth Street
DeKalb, IL 60115

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

Aon Risk Services, Inc of Florida

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